



**The Corporation of the City of Temiskaming Shores**  
**Regular Meeting of Council**  
**Tuesday, July 14, 2020 – 6:00 p.m.**  
**City Hall – Council Chambers – 325 Farr Drive (Live-Streamed)**

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**Agenda**

1. **Call to Order**
  
2. **Roll Call**
  
3. **Review of Revisions or Deletions to Agenda**
  
4. **Approval of Agenda**

*Draft Motion*

Be it resolved that City Council approves the agenda as printed/amended.

5. **Disclosure of Pecuniary Interest and General Nature**
  
6. **Review and adoption of Council Minutes**

*Draft Motion*

Be it resolved that City Council approves the following minutes as printed:

- a) Regular meeting of Council – June 16, 2020.

7. **Public Meetings pursuant to the Planning Act, Municipal Act and other Statutes**

a) Potential Disposition of Land

**Applicant:** Peter and Tammy Huard

**Property:** Bond Street

**Purpose:** The applicant owns property adjacent to Bond Street, and is interested in acquiring the subject property to have contiguous property ownership to construct a residential dwelling.

b) Zoning By-law Amendment (ZBA-2020-01)

**Applicant:** The City of Temiskaming Shores

**Purpose:** The purpose of the application is to amend the Zoning By-law to permit the erection of a swimming pool in the water yard (i.e. between the high-water mark of a waterbody and a building). Section 4.1.8 of the Zoning By-Law currently restricts the location of swimming pools to only the side or rear yard (i.e. street side for waterfront properties). The amendment will prohibit pools to be located in a Flood Hazard Constraint Overlay (F).

8. **Question and Answer Period**

9. **Presentations / Delegations**

a) Recreation Master Plan Presentation

10. **Communications**

a) Timiskaming Health Unit Media Release

**Re:** Timiskaming Part of Stage Two Reopening, 2020-06-12

**Reference:** Received for Information

b) AMO Policy Update

**Re:** Readiness Toolkit, Resumption of Planning Timelines and Masks, 2020-06-16

**Reference:** Received for Information

c) Tara Warder, Deputy Clerk – Grey County

**Re:** Support – Broadband Infrastructure Improvement & Access, 2020-06-16

**Reference:** Received for Information

d) AMO Policy Update

**Re:** Stage 2, Emergency Declaration Extension, Water Bottling Consultation, 2020-06-22

**Reference:** Received for Information

e) Kelly Conlin, Board Secretary, Temiskaming Shores Police Service Board

**Re:** Review of By-law No. 2009-023 (ATV By-law), 2020-06-23

**Reference:** Received for Information and directed to Protection to Persons and Property Committee & Public Works Committee

f) Jennifer Charkavi, Deputy Clerk - Town of Renfrew

**Re:** Support – Economic Development and the Investing in Canada Infrastructure Program Grant Applications, 2020-06-24

**Reference:** Received for Information

g) AMO Policy Update

**Re:** Provincial Emergency Extended and Tribunals Ontario, 2020-06-24

**Reference:** Received for Information

- h) Dianne Gould-Brown, City Clerk – City of Sarnia  
**Re:** Support – Long-Term Care Home Improvements, 2020-06-24  
**Reference:** Received for Information
- i) AMO Policy Update  
**Re:** Report of the Secretary Treasurer on Nominations to the 2020-2022 AMO Board of Directors, 2020-06-26  
**Reference:** Received for Information
- j) AMO Policy Update  
**Re:** Emergency Orders Extension and Towing Industry Oversight, 2020-06-29  
**Reference:** Received for Information
- k) Jennifer Astrologo, Director of Corporate Services/ Clerk – Town of Kingsville  
**Re:** Support – Rent Assistance Program, 2020-06-29  
**Reference:** Received for Information
- l) AMO Policy Update  
**Re:** Appeal for Immediate Financial Assistance Social Services Relief Funding, Standing Committee to Consider Municipal COVID-19 Impacts and Connecting Links, 2020-07-02  
**Reference:** Received for Information
- m) Courtenay Hoytfox, Deputy Clerk, Township of Puslinch  
**Re:** Support - Assessment System for All Aggregate Resource Properties, July 3, 2020

**Reference:** Received for Information

- n) Government of Ontario, Office of the Premier

**Re:** Ontario Supporting Restaurants as Province Safely Reopens, July 3, 2020

**Reference:** Received for Information

- o) AMO Update

**Re:** United Call for Emergency Municipal Financial Relief and New provincial growth, renewal and economic recovery plan, July 6, 2020

**Reference:** Received for Information

- p) AMO Policy Update

**Re:** Provincial Legislation Re: Emergency Orders, July 7, 2020

**Reference:** Received for Information

- q) AMO Policy Update

**Re:** Federal Economic Statement and Initial Analysis of Ontario Omnibus COVID-19 Recovery Legislation, July 8, 2020

**Reference:** Received for Information

- r) The Honourable Steve Clark, Minister of Municipal Affairs and Housing

**Re:** COVID-19 Economic Recovery Act, July 8, 2020

**Reference:** Received for Information

*Draft Motion*

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. r) according to the Agenda references.

**11. Committees of Council – Community and Regional**

*Draft Motion*

Be it resolved that the following minutes be accepted for information:

- a) Minutes of the Temiskaming Shores Police Services Board meeting held on January 13, 2020;
- b) Minutes of the Temiskaming Shores Police Services Board meeting held on June 22, 2020; and
- c) Minutes of the Temiskaming Transit Committee meeting held on May 22, 2020.

**12. Committees of Council – Internal Departments**

*Draft Motion*

Be it resolved that the following minutes be accepted for information:

- a) Minutes of the Public Works Committee meeting, held on May 27, 2020; and
- b) Minutes of the Corporate Services Committee meeting, held on June 10, 2020.

**13. Reports by Members of Council**

**14. Notice of Motions**

**15. New Business**

- a) Support – City of Brantford – Essential Workers Day**

*Draft Motion*

Whereas Council for the City of Brantford discussed the declaration of an Essential Workers Day at their May 26, 2020 regular meeting; and

Whereas the Province of Ontario enacted a Declaration of Emergency on March 17, 2020 in response to the COVID-19 Worldwide Pandemic; and

Whereas during the state of emergency certain services have been deemed essential services by the Government of Ontario; and

Whereas citizens are asked to isolate at home to reduce the spread of COVID-19 as essential workers continue to work and provide an essential service to their community; and

Whereas essential workers across the country are risking their lives; and

Whereas some essential workers have been stricken with illness, suffered trauma or injury, or lost their lives as a result of providing an essential service; and

Whereas without this dedicated workforce, essential services, including but not limited to, healthcare, police, fire, paramedics, military, social services, community services, food distribution, agriculture, postal and delivery services, education, security, transit, financial services, hospitality, commerce, manufacturing, construction, maintenance and repair, waste management, sanitation services, government, and administrative services would fail to function; and

Whereas our community owes a profound debt of gratitude to every single essential worker who ensured our community could continue to operate.

Now therefore, be it resolved that the Corporation of the City of Temiskaming Shores hereby supports the City of Brantford's resolution, by enacting as follows:

- a) That March 17 be proclaimed by the Council for The Corporation of the City of Temiskaming Shores to be Essential Workers Day in the City of Temiskaming Shores;
- b) That the Clerk be directed to provide a copy of this resolution to The Honourable Anthony Rota, M.P. Nipissing-Timiskaming, and John Vanthof, M.P.P. Timiskaming-Cochrane, to respectfully request that the Government of Ontario and the Government of Canada formally declare March 17 to be Essential Workers Day to honour all of the essential workers who sacrificed so much during the COVID-19 pandemic; and
- c) That a copy of this resolution be provided to AMO, FCM, and ROMA.

**b) Administrative Report No. 011-CS-2020 – Municipal Insurance Renewal**

Draft Motion

Be it resolved that Council for the City of Timiskaming Shores acknowledges receipt of Memo No. 011-CS-2020 for information purposes.

**c) Memo No. 012-2020-CS – Deeming By-Law – Niven Street South (Vacant Parcels)**

Draft Motion

Whereas the owners of Parcel No. 20385 and 20386 would like to merge Lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order to create one property with one Roll number; and

Whereas the owners have acknowledged that registration of the pending deeming by-law on title will be at their expense;

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem Lots 10 to 28 on Plan M-143NB, Parcels 20385 SST and 20386 SST to no longer be Lots on a Plan of Subdivision; and

Further that Council hereby directs staff to prepare the necessary deeming by-law for consideration at the July 14, 2020 Regular Council meeting.

**d) Memo No. 013-2020-CS – Second Quarter Economic Development Strategic Plan Key Activities Report**

Draft Motion

Be it resolved that the Council for the City of Temiskaming Shores hereby acknowledges receipt of the first and second quarter Economic Development Strategic Plan Key Activities Report for information purposes.

**e) Administrative Report No. CS-028-2020 – Haileybury Family Health Team Lease of Haileybury Medical Centre**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-028-2020;

That Council directs staff to increase the rental rates for the use of office space by the Haileybury Family Health Team by 2% for 2020; and

That Council directs staff to prepare the necessary by-law to enter into a nine (9) month lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre, for consideration at the July 14, 2020 Regular Council meeting.

**f) Administrative Report No. CS-030-2020 – Land Disposal – Part of Paget St. S. Hetu & R. Laferriere**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-030-2020; and

That Council directs staff to continue with the disposition of a portion of Paget St. (Dymond Street to Wabi River) in accordance with By-law No. 2016-160, by preparing the necessary by-laws to Stop and Close a portion of Highway (portion of Paget Street), and to enter into an Agreement of Purchase and Sale with Sharon Hetu & Roger Laferriere for municipal real property for consideration at the July 14, 2020 Regular Council meeting.

**g) Administrative Report No. PPP-007-2020 - Appointment of Volunteer Captain**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-007-2020; and

That Council hereby appoints Garrett Hunting as Volunteer Captain to the Temiskaming Shores Fire Department in accordance with the *Volunteer Firefighter Hiring and Promotional Policy*.

**h) Memo No. 014-2020-PW – Encroachment Agreement – 367 Sutherland Way**

Draft Motion

Be it resolved that Council for the City of Timiskaming Shores acknowledges receipt of Memo No. 014-2020-PW; and

That Council directs staff to prepare the necessary by-law to enter into an Encroachment with Skyline Real Estate Holdings Inc. at 367 Sutherland Way, to permit the construction of two (2) staircases; and

That the Encroachment Agreement be registered on title to the property at the owner's expense and shall bind any successors and assigns for a period of 20 years with an annual fee of \$50.00.

**i) Memo No. 015-2020-PW – Consultant Services - Radley Hill Road / ONR Crossing Upgrades**

Draft Motion

Be it resolved that Council for the City of Timiskaming Shores acknowledges receipt of Memo No. 015-2020-PW for information purposes.

**j) Administrative Report No. PW-021-2020 – Contract Award Supply & Deliver HDPE Culvert Liner**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-021-2020; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with *ICONIX Waterworks* for the Supply and Delivery of a 2,100mm diameter Culvert Liner in the amount of \$41,400.92, plus applicable taxes, for consideration at the July 14, 2020 Regular Council meeting.

**k) Memo No. 008-2020-RS – Seniors Community Grant Program**

Draft Motion

Be it resolved that Council for the City of Timiskaming Shores acknowledges receipt of Memo No. 008-2020-RS; and

That Council directs staff to prepare and submit a funding application to the Senior Community Grant Program, funded by the Province of Ontario.

**I) Administrative Report No. RS-008-2020 – Arena Room Lease Agreements**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-008-2020; and

That Council approves the draft lease agreements included with Administrative Report No. RS-008-2020; and

That Council delegates authority to the Director of Recreation to execute lease agreements for rooms within the Don Shepherdson Memorial Arena and the Shelley Herbert-Shea Memorial Arena.

**16. By-laws**

Draft Motion

Be it resolved that:

By-law No. 2020-070 Being a by-law to establish an Organizational Chart for the City of Temiskaming Shores

By-law No. 2020-071 Being a by-law to appoint Kelly Conlin as Deputy-Clerk for the City of Temiskaming Shores

By-law No. 2020-072 Being a by-law to appoint Julie Gregoire as Deputy-Treasurer for the City of Temiskaming Shores

By-law No. 2020-073 Being a by-law to appoint Clayton Seymour as Weed Inspector for the City of Temiskaming Shores

By-law No. 2020-074 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision Niven Street South Roll Nos. 54-18-030-012-002.05 and 54-18-030-012-002.04

By-law No. 2020-075 Being a by-law to enter into a nine (9) month lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre

By-law No. 2020-076 Being a by-law to Stop up and Close a Highway – a portion of Paget Street being Part 1 and Part 2 on Plan 54R-6153

- By-law No. 2020-077 Being a by-law to authorize the Sale of Land to Sharon Hetu & Roger Laferriere being Part 1 & 2 on Plan 54R-6153
- By-law No. 2020-078 Being a by-law to enter into an Encroachment Agreement with Skyline Real Estate Holdings Inc. Roll No. 54-18-030-004-031.61 (367 Sutherland Way)
- By-law No. 2020-079 Being a by-law to enter into an agreement with ICONIX Waterworks for the Supply and Delivery of 2100 mm Diameter HDPE Culvert Liner Pipe to the City of Temiskaming Shores

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

- By-law No. 2020-070;  
By-law No. 2020-071;  
By-law No. 2020-072;  
By-law No. 2020-073;  
By-law No. 2020-074;  
By-law No. 2020-075;  
By-law No. 2020-076;  
By-law No. 2020-077;  
By-law No. 2020-078; and  
By-law No. 2020-079;

be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**17. Schedule of Council Meetings**

- a) Regular – Tuesday, August 11, 2020 at 6:00 p.m.
- b) Regular – Tuesday, September 1, 2020 at 6:00 p.m.

**18. Question and Answer Period**

**19. Closed Session**

**20. Confirming By-law**

*Draft Motion*

Be it resolved that By-law No. 2020-080 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on July 14, 2020 be hereby introduced and given first and second reading.

*Draft Motion*

Be it resolved that By-law No. 2020-080 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**21. Adjournment**

*Draft Motion*

Be it resolved that City Council adjourns at \_\_\_\_\_ p.m.

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Mayor- Carman Kidd

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Clerk - Logan Belanger



**The Corporation of the City of Temiskaming Shores  
Regular Meeting of Council  
Tuesday, June 16, 2020 – 6:00 p.m.  
City Hall Council Chambers – 325 Farr Drive**

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**Minutes**

**1. Call to Order**

The meeting was called to order by Mayor Kidd at 6:00 p.m.

**2. Roll Call**

Council: Mayor Carman Kidd; Councillors Jesse Foley, Patricia Hewitt, Doug Jelly, Jeff Laferriere, Mike McArthur and Danny Whalen

Present: Christopher W. Oslund, City Manager  
Logan Belanger, Municipal Clerk  
Shelly Zubyck, Director of Corporate Services  
Doug Walsh, Director of Public Works  
Mathew Bahm, Director of Recreation  
Brad Hearn, IT Administrator  
Laura Lee MacLeod, Treasurer

Regrets: N/A

**3. Review of Revisions or Deletions to Agenda**

N/A

**4. Approval of Agenda**

Resolution No. 2020-337

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that City Council approves the agenda as printed.

**Carried**

**5. Disclosure of Pecuniary Interest and General Nature**

Councillor Jesse Foley declared a Conflict of Pecuniary Interest on **Item 19 c) – Closed Session – Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – Organizational Chart**, as both his father and sister are employees of the City of Temiskaming Shores.

**6. Review and adoption of Council Minutes**

Resolution No. 2020-338

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that City Council approves the following minutes as printed:

- a) Regular meeting of Council – June 2, 2020; and
- b) Special meeting of Council – June 9, 2020.

**Carried**

**7. Public Meetings pursuant to the Planning Act, Municipal Act and other Statutes**

None.

**8. Question and Answer Period**

None.

**9. Presentations / Delegations**

None.

**10. Communications**

- a) Tanya Daniels, City Clerk – City of Brantford

**Re:** Support – Essential Workers Day, 2020-05-28

**Reference:** Received for Information.

**Note:** Councillor Jelly requested that this item return for Council consideration.

- b) AMO Communications

**Re:** AMO COVID-19 Update – Federal Gas tax Funding Accelerated Pandemic Pay, ESA Changes, Additional Re-openings, 2020-06-01

**Reference:** Received for Information

- c) AMO Events

**Re:** AMO Annual Conference Updates, 2020-06-05

**Reference:** Received for Information

- d) AMO Communications

**Re:** AMO COVID-19 Update – Regional Approach to Stage 2, Emergency Orders Extended and Short-Term Rentals, 2020-06-08

**Reference:** Received for Information

- e) AMO Communications

**Re:** AMO COVID-19 Update – Child Care and Patio Extensions, 2020-06-09

**Reference:** Received for Information

f) AMO Events

**Re:** AMO 2020 Conference Program Update, 2020-06-10

**Reference:** Received for Information

g) Municipality of McDougall

**Re:** Support – FONOM Opinion regarding Northern OPP Detachments, 2020-06-10

**Reference:** Received for Information

h) Tracy Macdonald, Assistant Clerk – Town of Orangeville

**Re:** Support – Training Requirements for Diversity, Empathy and Use of Force for the Ontario Provincial Police, 2020-06-10

**Reference:** Received for Information

i) Timiskaming Health Unit

**Re:** Timiskaming Health Unit Audited Financial Statements December 31, 2019

**Reference:** Received for Information

j) Carman Kidd, Board of Health Chair - Timiskaming Health Unit

**Re:** Basic Income for Income Security During COVID-19 Pandemic and Beyond, 2020-06-09

**Reference:** Received for Information

k) Julia Danos, Director, Intergovernmental Policy and Program Delivery Branch – Ministry of Infrastructure

**Re:** Investing in Canada Infrastructure Program – Green Funding Stream – Haileybury Wastewater Treatment Facility Rehabilitation, 2020-06-11

**Reference:** Received for Information.

**Note:** Councillor Whalen presented a motion to schedule a meeting with The Honourable Anthony Rota, M.P. Nipissing-Timiskaming, and John Vanthof, M.P.P. Timiskaming-Cochrane, regarding the funding program.

l) Darrin Canniff, Mayor/CEO – Municipality of Chatham-Kent

**Re:** Support - Recommendations presented from Long-Term Care and Retirement Home partners, 2020-06-11

**Reference:** Received for Information

m) Darrin Canniff, Mayor/CEO – Municipality of Chatham-Kent

**Re:** Support - Government's Commission on Long-Term Care, 2020-06-11

**Reference:** Received for Information

n) Lori McDonald, Director of Corporate Services/Clerk – Town of Bracebridge, 2020-06-12

**Re:** Support – Establishment of Municipal Financial Assistance Program to Offset the Financial Impact of the COVID-19 Pandemic

**Reference:** Received for Information

**Note:** Councillor Jelly requested that this item be directed to FONOM.

Resolution No. 2020-339

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10.n) according to the Agenda references.

**Carried**

Resolution No. 2020-339-1

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores directs staff to schedule a meeting with The Honourable Anthony Rota, M.P. Nipissing-Timiskaming, and John Vanthof, M.P.P. Timiskaming-Cochrane, regarding the Investing in Canada Infrastructure Program – Green Funding Stream, submitted for the Haileybury Wastewater Treatment Facility Rehabilitation Project.

**Carried**

**11. Committees of Council – Community and Regional**

Resolution No. 2020-340

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that the following minutes be accepted for information:

- a) Minutes of the Timiskaming Board of Health meeting held on April 22, 2020.

**Carried**

**12. Committees of Council – Internal Departments**

Resolution No. 2020-341

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that the following minutes be accepted for information:

- a) Minutes of the Corporate Services Committee meeting, held on May 27, 2020; and
- b) Minutes of the Temiskaming Shores Public Library Board, held on April 15, 2020.

**Carried**

**13. Reports by Members of Council**

Councillor Whalen discussed a concern received from the Chief Building Official (CBO), regarding a change in service delivery by MPAC; specifically, not completing site visits for assessments. As such, this reporting is becoming the responsibility of the Municipality, and it seems that other district representatives were also not aware that this change had been implemented. Further investigation will be completed, as the City cannot afford to complete MPAC work, while continuing to pay for full services.

Councillor Whalen thanked a local company for completing a clean-up on a property in the Dymond Industrial Park.

**14. Notice of Motions**

None.

**15. New Business**

**a) Support – FONOM**

Resolution No. 2020-342

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Whereas Council for the City of Temiskaming Shores received correspondence dated May 14, 2020 from the Federation of Northeastern Ontario Municipalities (FONOM) regarding the issues and challenges facing their 110 members; and

Whereas the FONOM Board reviewed and discussed AMO's Policy Paper on the "OPP Detachment Boards, Building a Framework for Better Policing Governance"; and

Whereas the FONOM Board identified several issues with the DSSAB Boards replacing the current Detachments Boards, noting that Community Policing is distinctive to each Municipality, and the current DSSAB's would not be the best solution for overseeing the Northern OPP Detachments; and

Whereas the FONOM board outlined several issues including the discrepancy between the number of DSSAB Boards to the number of Detachments; the representation on some boards, with members of the municipalities with no OPP contracts; the concern that this will start a conversation about the creation of Upper Tier or Regional Governments in the North.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby supports the Federation of Northeastern Ontario Municipalities' position

that the current DSSABs would not be the best solution for overseeing the Northern OPP detachments; and

Further that a copy of this resolution be sent to FONOM, AMO, and John Vanthof, MPP Timiskaming-Cochrane.

**MOTION TO AMEND**

The following motion was introduced to amend Resolution 2020-342 to include the OAPSB and the DTSSAB on the distribution list:

Resolution No. 2020-342-A

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

That Council for the City of Temiskaming Shores hereby amends Resolution No. 2020-342, to include the Ontario Association of Police Services Board (OAPSB), and the District of Timiskaming Social Services Administration Board (DTSSAB) on the distribution list to receive a copy of the resolution.

**Carried**

Resolution No. 2020-342 (AS AMENDED)

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Whereas Council for the City of Temiskaming Shores received correspondence dated May 14, 2020 from the Federation of Northeastern Ontario Municipalities (FONOM) regarding the issues and challenges facing their 110 members; and

Whereas the FONOM Board reviewed and discussed AMO's Policy Paper on the "OPP Detachment Boards, Building a Framework for Better Policing Governance"; and

Whereas the FONOM Board identified several issues with the DSSAB Boards replacing the current Detachments Boards, noting that Community Policing is distinctive to each Municipality, and the current DSSAB's would not be the best solution for overseeing the Northern OPP Detachments; and

Whereas the FONOM board outlined several issues including the discrepancy between the number of DSSAB Boards to the number of Detachments; the representation on some boards, with members of the municipalities with no OPP contracts; the concern that this will start a conversation about the creation of Upper Tier or Regional Governments in the North.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby supports the Federation of Northeastern Ontario Municipalities' position

that the current DSSABs would not be the best solution for overseeing the Northern OPP detachments; and

Further that a copy of this resolution be sent to FONOM, AMO, John Vanthof, MPP Timiskaming-Cochrane, the Ontario Association of Police Services Board (OAPSB), and the District of Timiskaming Social Services Administration Board (DTSSAB).

**Carried**

**b) Support – Township of Armour, High Speed Internet Connectivity in Rural Ontario**

Resolution No. 2020-343

Moved by: Councillor Foley

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby supports the Township of Armour's resolution dated April 28, 2020, on the need to make substantial investments in high-speed internet connectivity in rural areas; and

Further that a copy of this resolution and the letter be circulated to the Honourable Doug Ford, Premier of Ontario; John Vanthof, MPP Timiskaming-Cochrane and the Township of Armour.

**Carried**

**c) Memo No. 010-2020-CS – Penalty Relief – May Tax Installment**

Resolution No. 2020-344

Move by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Timiskaming Shores acknowledges receipt of Memo No. 010-2020-CS; and

That Council directs the Treasurer to continue with the relief of penalty for the May 15th tax installment until July 31, 2020; and

That effective August 1, 2020 all penalty/interest charges be applied to outstanding taxes as per By-law 2020-059.

**Carried**

**d) Administrative Report No. CS-026-2020 – Occupation of Land Agreement – 485 Ferguson Avenue (Whiskey Jack Beer Co.)**

Resolution No. 2020-345

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-026-2020; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Marc Andre Therrien and Luc Johnson for occupation of land (laneway) adjacent to Whiskey Jack Beer Company (485 Ferguson Ave.), to accommodate an outdoor patio, for consideration at the June 16, 2020 Regular Council meeting.

**Carried**

**e) Administrative Report No. PPP-006-2020 – Year-End Report**

Resolution No. 2020-346

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-006-2020 regarding the 2019 Annual Report for the Temiskaming Shores Fire Department for information purposes.

**Carried**

**f) Memo No. 012-2020-PW – Textile Diversion Pilot Program**

Resolution No. 2020-347

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 012-2020-PW; and

That Council hereby approves hosting one collection period from July 27-30, 2020 under the Textile Diversion Pilot Program with Talize Inc./Recycling Rewards.

**Carried**

**g) Memo No. 013-2020-PW – Transition of Blue Box to Full Producer Responsibility**

Resolution No. 2020-348

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 013-2020-PW; and

That Council for the City of Temiskaming Shores is concerned about a recent proposal by the Ministry of Environment, Conservation and Parks that could jeopardize over 135 small rural, remote, and Northern community Blue Box programs across the Province as well as servicing to schools and public spaces; and

That Council for the City of Temiskaming Shores strongly advocates for language to be included in the regulation that ensures municipalities under 5,000 continue to receive Blue Box servicing as was agreed as part of the Provincial government's Blue Box mediation as well as schools and public spaces; and

Further that Council directs Staff to forward this resolution to the Association of Municipalities of Ontario and the Ontario Ministry of the Environment, Conservation and Parks.

**Carried**

**h) Administrative Report No. PW-018-2020 – Air Exchanger – Dentist Office**

Resolution No. 2020-349

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-018-2020; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with R&R Company LTD. For the Supply and Delivery of two (2) air exchangers in the amount of \$ 10,590 plus applicable taxes, for consideration at the June 16<sup>th</sup>, 2020 Regular Council meeting.

**Carried**

**i) Administrative Report No. PW-019-2020 – Haileybury Medical Centre Cleaning Contract**

Resolution No. 2020-350

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-019-2020; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Lynn Boucher for cleaning services at the Haileybury Medical Centre, for consideration at the June 16, 2020, Regular Council meeting.

**Carried**

**j) Administrative Report No. PW-020-2020 – Electronic Waste Collection and Recycling**

Resolution No. 2020-351

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-020-2020; and

That Council agrees to provide Waste Electronic Collection Services post transition to full producer responsibility on December 31<sup>st</sup>, 2020; and

Further that Council directs staff to prepare the necessary By-law to enter into an agreement with Electronic Producers Recycling Association (EPRA) for Waste Electronic Collection Services for consideration at the June 16, 2020 Regular Council meeting.

**Carried**

**16. By-laws**

Resolution No. 2020-352

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2020-065 Being a by-law to enter into an Occupation of Land Agreement with Marc Andre Therrien and Luc Johnson to

permit the use of the laneway adjacent to the 485 Ferguson Avenue – Whiskey Jack Beer Company– Outdoor Patio

By-law No. 2020-066 Being a by-law to enter into an agreement with R&R Company Ltd. for the Supply and Delivery of Two Air Exchangers for the Dentist Office located at 95 Meridian in Haileybury

By-law No. 2020-067 Being a by-law to authorize an Agreement between the City of Temiskaming Shores and Lynn Boucher for the Cleaning of the Haileybury Medical Centre

By-law No. 2020-068 Being a by-law to enter into an agreement with the Electronic Producers Recycling Association for Electronic Waste Collection Services

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2020-353

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that:

By-law No. 2020-065;  
By-law No. 2020-066;  
By-law No. 2020-067; and  
By-law No. 2020-068;

be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**17. Schedule of Council Meetings**

- a) Regular – Tuesday, July 14, 2020 at 6:00 p.m.
- b) Regular – Tuesday, August 11, 2020 at 6:00 p.m.

**18. Question and Answer Period**

Councillor McArthur commented on the temporary closure of the Pool Fitness Centre, and that the City is waiting on a piece of equipment requiring repair prior to reopening. Mayor Kidd noted that current restrictions related to COVID-19, and the identified challenges for the maintenance of physical distancing, while going through the washrooms and changerooms, were also a factor in the facility's closure; however, there are arrangements being discussed to open the Haileybury beach.

**19. Closed Session**

*Resolution No. 2020-354*

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that Council agrees to convene in Closed Session at 6:35 p.m. to discuss the following matters:

- a) **Adoption of the June 2, 2020 – Closed Session Minutes**
- b) **Adoption of the June 9, 2020 – Closed Session Minutes**
- c) **Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – Organizational Chart**

**Carried**

*Resolution No. 2020-355*

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council agrees to rise with report from Closed Session at 7:10 p.m.

**Carried**

**Matters from Closed Session**

**Adoption of the June 2, 2020 and the June 9, 2020 Closed Session Minutes**

*Resolution No. 2020-356*

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that City Council approves the following as printed:

- a) Closed Session Minutes from the Regular meeting of Council – June 2, 2020
- b) Closed Session Minutes from the Special meeting of Council – June 9, 2020

**Carried**

**Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – Organizational Chart**

*Councillor Foley disclosed a pecuniary interest with this item, and left the Council meeting prior to Closed Session; therefore, did not participate in the discussion of the subject matter, nor did he vote on Resolution No. 2020-357.*

Resolution No. 2020-357

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores hereby approves the Organizational Chart as presented, effective Tuesday, June 16, 2020; and

That Council directs staff to prepare the necessary by-law to adopt the Organizational Chart, and to repeal By-law No. 2019-076, for consideration at the July 14, 2020 Regular Council Meeting.

**Carried**

**20. Confirming By-law**

Resolution No. 2020-358

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2020-069 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on **June 16, 2020** be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2020-359

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

Be it resolved that By-law No. 2020-069 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**21. Adjournment**

Resolution No. 2020-360

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that City Council adjourns 7:14 p.m.

**Carried**

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Mayor- Carman Kidd

---

Clerk - Logan Belanger

# Application to Purchase Municipal Land

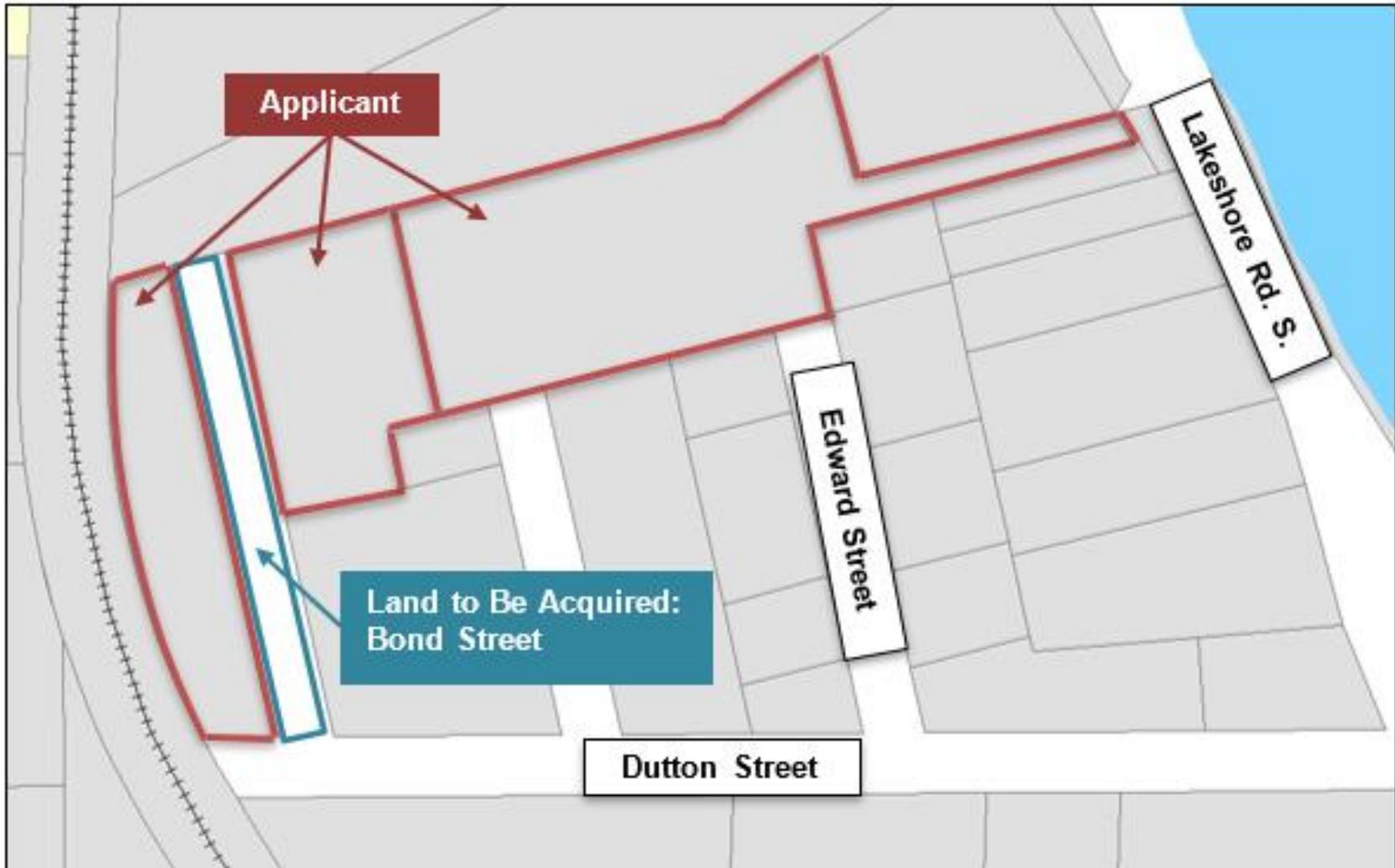


## Background

- Application from Peter and Tammy Huard, for the purchase of Bond Street, North of Dutton Street in Haileybury.
- Currently own vacant land adjacent to the subject property (Bond Street).
- Looking to have contiguous ownership to construct a residential dwelling.
- The application was circulated to staff, and to the Ontario Northland Railway (ONR) for comment.
- No comments or concerns have been received.

July 14, 2020

# Application to Purchase Municipal Land



## **Disposition of Land By-law No. 2015-160**

### *Sec 3 – Disposal Method*

Recommend a direct disposition with the owners.

### *Sec 4 – Determination of Value*

Recommend price based on recent sales of \$500 + all associated costs.

### *Sec 6 – Public Meeting Notice*

Notice via Community Bulletin and Website.

# Application to Purchase Municipal Land

## Additional Information

- A reference plan would be required for legal description of subject property, as well as adopting a Stop up and Close By-law;
- No public comments received to date, on the application.

## Next Steps – *conditional on public input*

- Adoption of a Stop Up and Close By-law for that portion of Paget Street;
- Administrative Report recommending a Purchase and Sale agreement.



## **Zoning By-law Amendment**

**Application No.:** ZBA-2020-01

**Applicant:**

- Corporation of the City of Temiskaming Shores

**Purpose:**

To permit the erection of a swimming pool in the water yard (i.e. between the high-water mark of a waterbody and a building).

**Subject Land:**

- All zones, with the exception of the Flood Hazard Constraint Overlay (F).

# Public Meeting – Zoning By-law Amendment



## Background

### Zoning By-law No. 2017-154:

- Defines Swimming Pool as a structure constructed either in-ground or above ground, that is filled with water and used for swimming or recreation.
- Section 4.1.8 permits a Swimming Pool in any Zone, subject to the following:
  - a) In the side yard or rear yard provided:
    - i. No interior wall surface of any such swimming pool shall be located closer than 1.5 metres to any rear lot line or side lot line, nor closer than 3 metres to that portion of a rear lot line which adjoins a side lot line of the adjoining lot;
    - ii. No water circulating or treatment equipment such as pumps or filters shall be located closer than 3 metres to any side lot line or rear lot line.
  - b) No part of any pool shall be located within 10 metres of the high-water mark of a property abutting a navigable watercourse.
  - c) Fences around all swimming pools shall be provided in compliance with the By-laws of the City of Temiskaming Shores.



## Purpose of the Amendment

- The purpose of the application is to amend the Zoning By-law to permit the erection of a swimming pool in the water yard (i.e. between the high-water mark of a waterbody and a building).
- Section 4.1.8 of the Zoning By-Law currently restricts the location of swimming pools to only the side or rear yard (i.e. street side for waterfront properties).
- The amendment will:
  - permit the location of swimming pools for shoreline properties in water yards, and not in yards that either abut a public roadway or are deemed in appropriate due to setback requirements and environmental constraints.
  - Prohibit swimming pools in a Flood Hazard Constraint Overlay (F) and Environmental Protection (EP) Zones.
  - Provide provisions that aim to mitigate potential impacts on shorelines and environmentally sensitive features.

# Public Meeting – Zoning By-law Amendment



## Planning Analysis

### Provincial Policy Statement (PPS):

- The proposed amendment includes provisions to limit development in environmentally sensitive areas and flood hazards, while permitting pools in the water yard where such features and constraints are not present. Impacts to prescribed Provincial interests as a result of the proposed amendment are not anticipated, and as such the proposed amendment is consistent with the PPS.

### Growth Plan for Northern Ontario:

- No conflict with the Growth Plan.

### City of Temiskaming Shores Official Plan:

- The proposed Amendment limits development within the flood hazard constraint area and conforms to the policies of the Official Plan.

# Public Meeting – Zoning By-law Amendment



## Additional Information

### Statutory Public Notice

- Notice of the public hearing was advertised in the Temiskaming Speaker on June 24, 2020 in accordance with the statutory notice requirements of the Planning Act.

### Comments

- The application was circulated to municipal departments, agencies, and the public.
- There were no concerns or comments from municipal departments.
- Public Comments: None (as of July 10, 2020 at 12:00 noon).



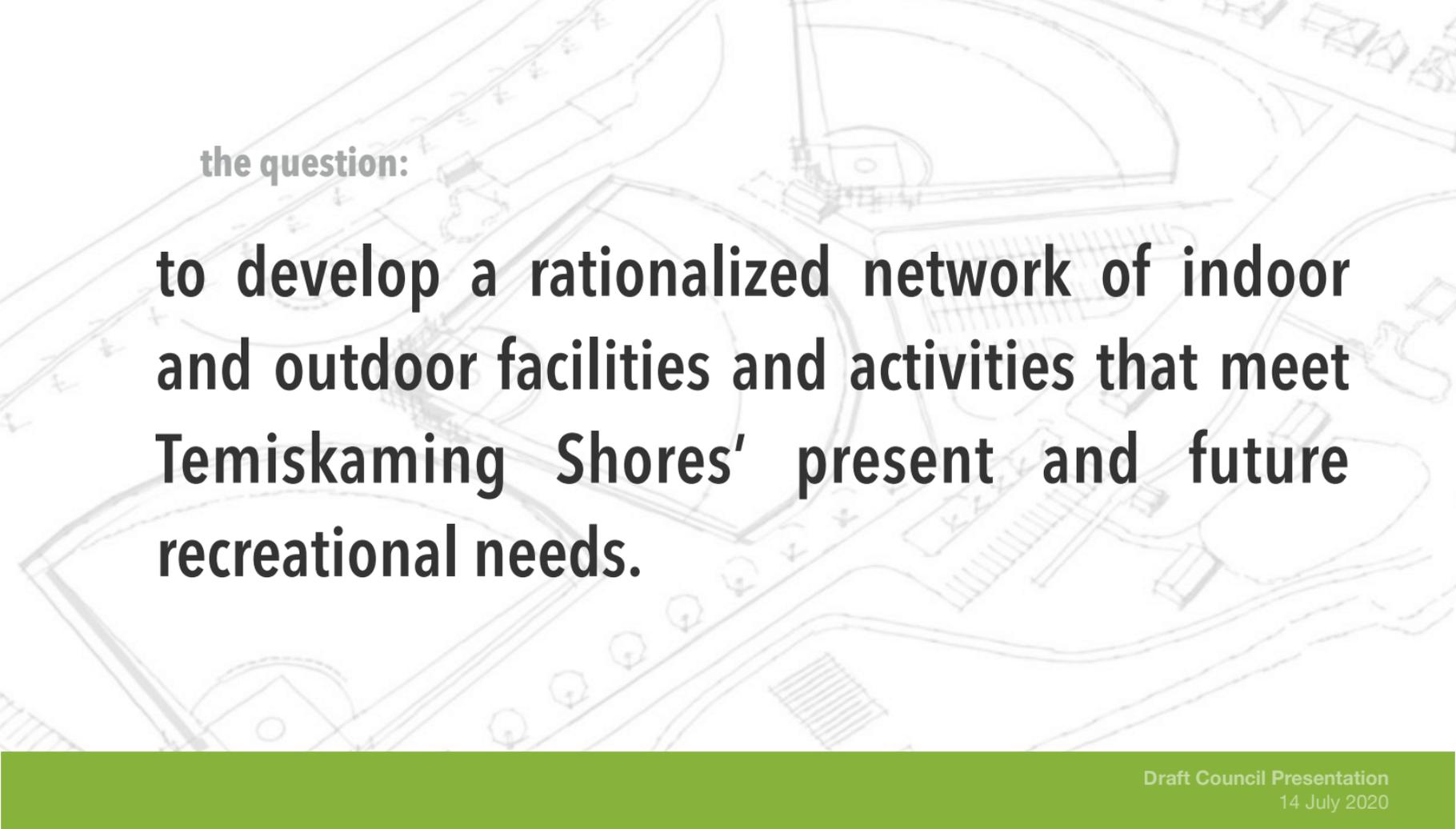
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# RECREATION MASTER PLAN

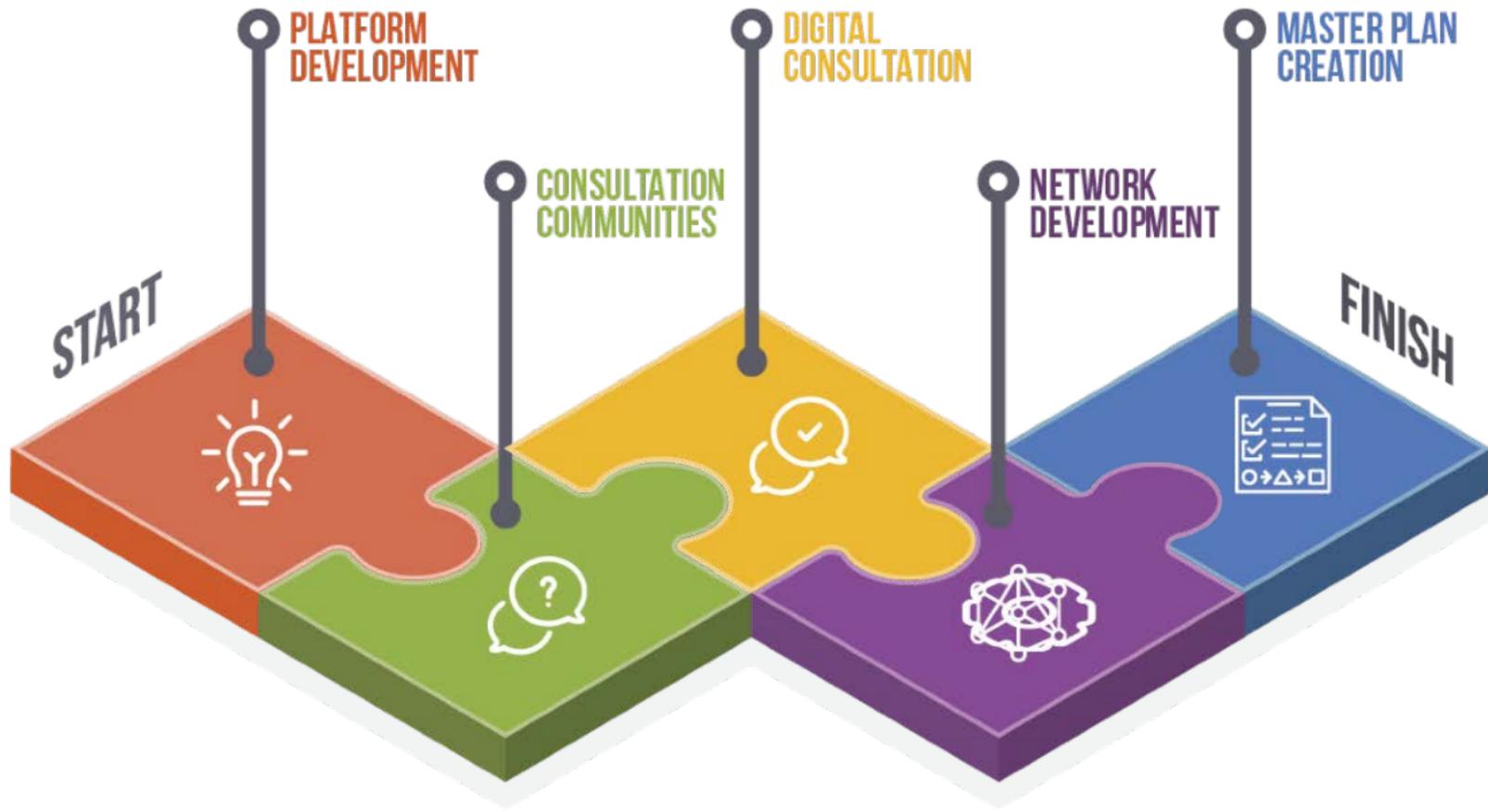
PRELIMINARY DRAFT REPORT NO. 1 | 08 JULY 2020

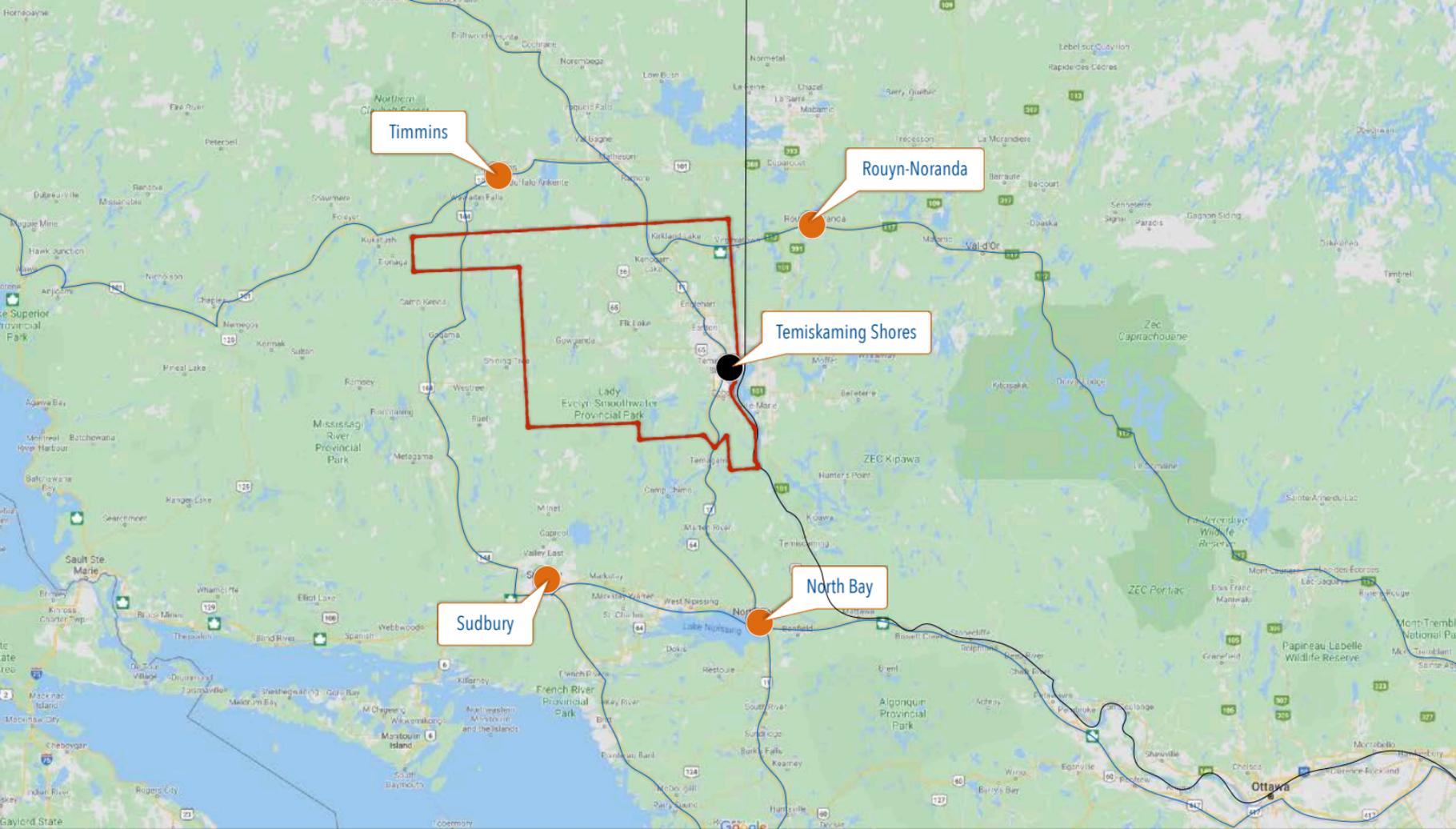
Draft Council Presentation  
14 July 2020



the question:

**to develop a rationalized network of indoor and outdoor facilities and activities that meet Temiskaming Shores' present and future recreational needs.**





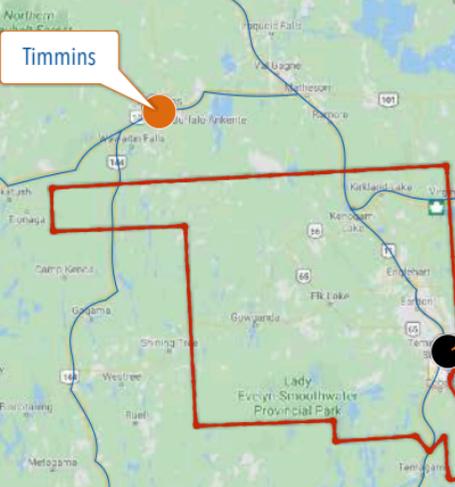
Timmins

Rouyn-Noranda

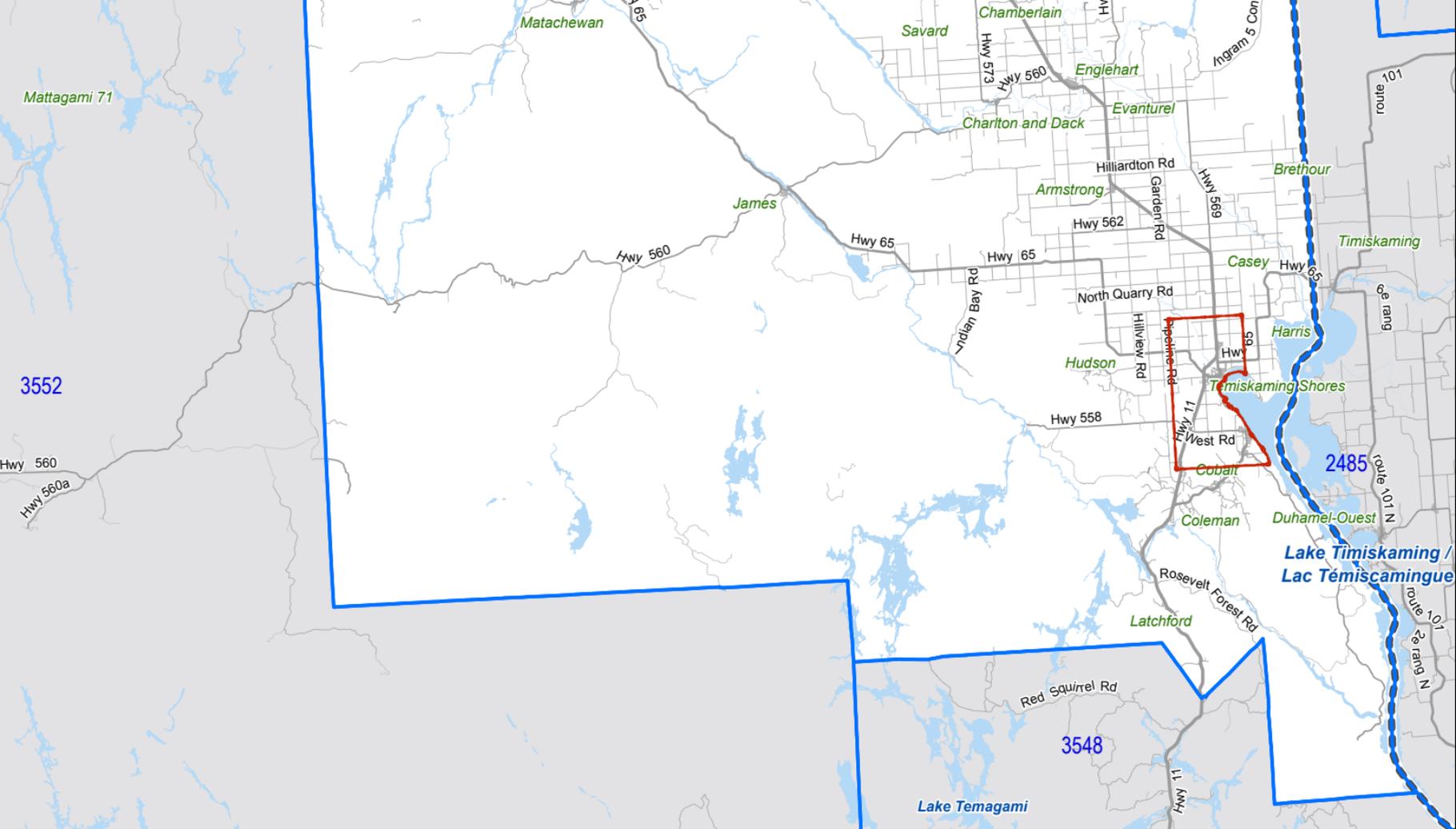
Temiskaming Shores

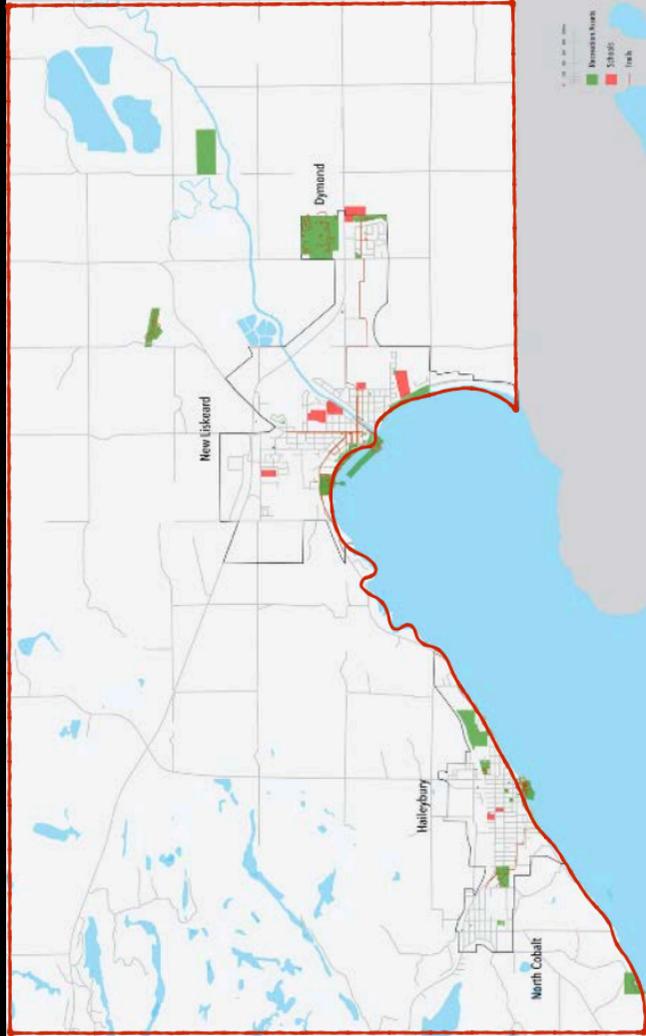
Sudbury

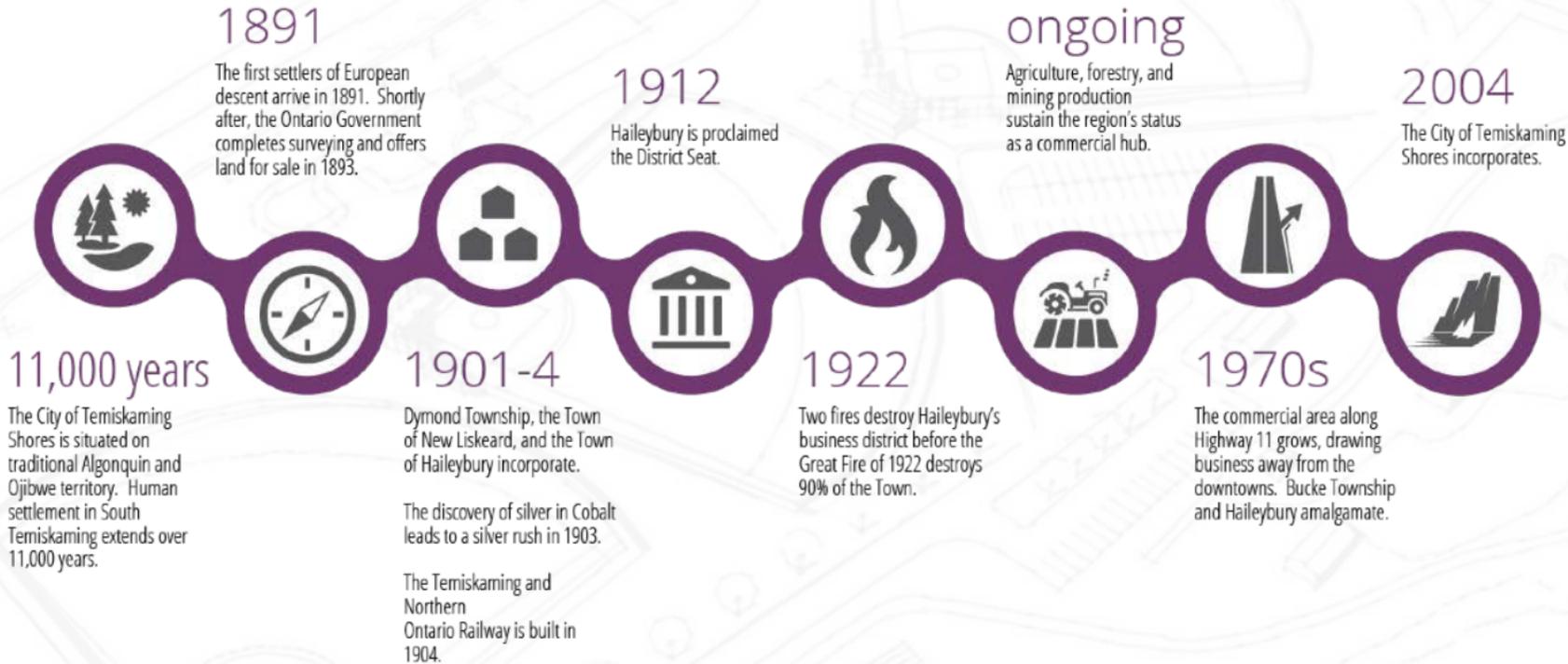
North Bay

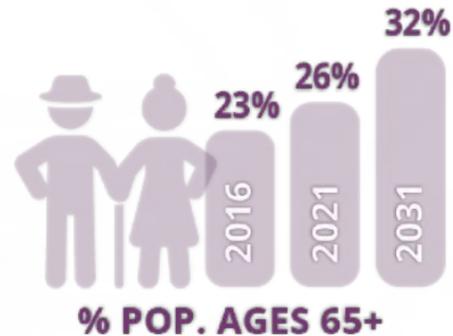
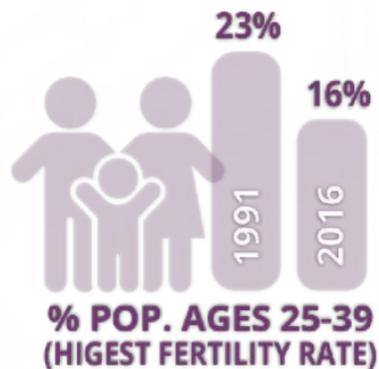
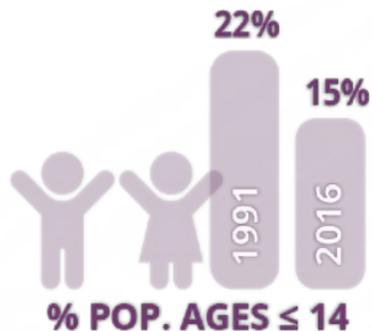


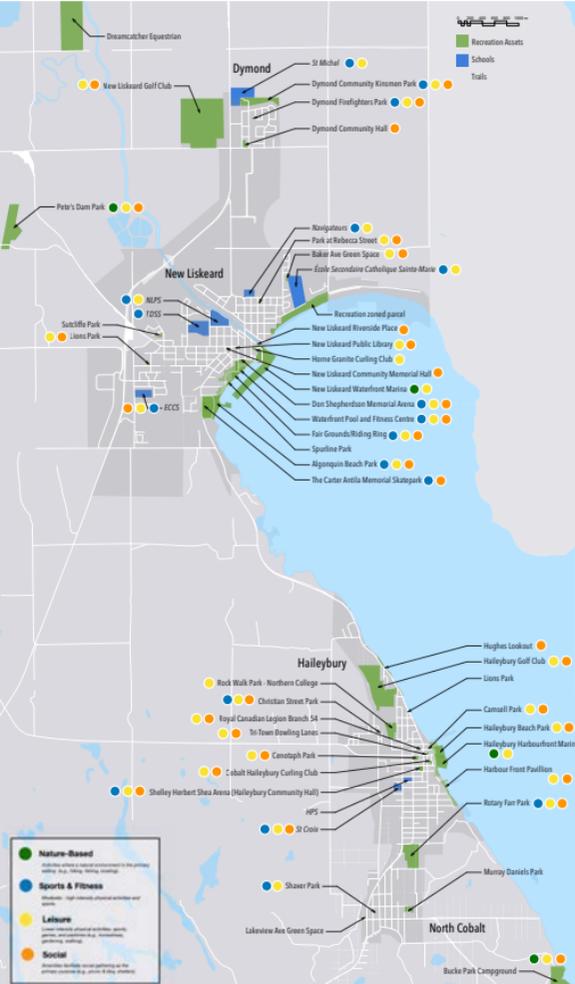








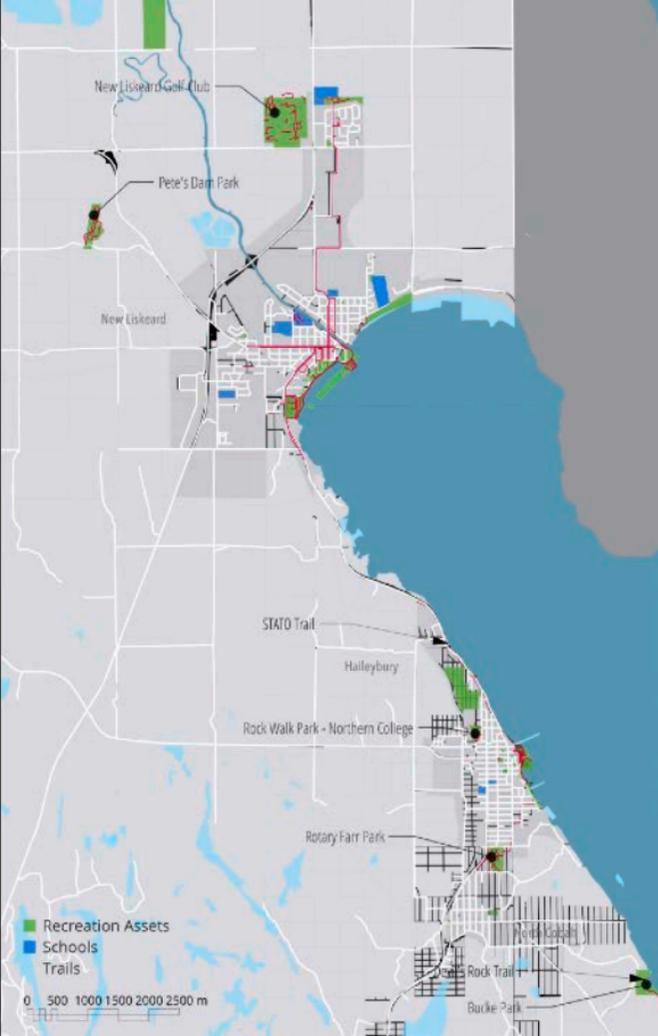




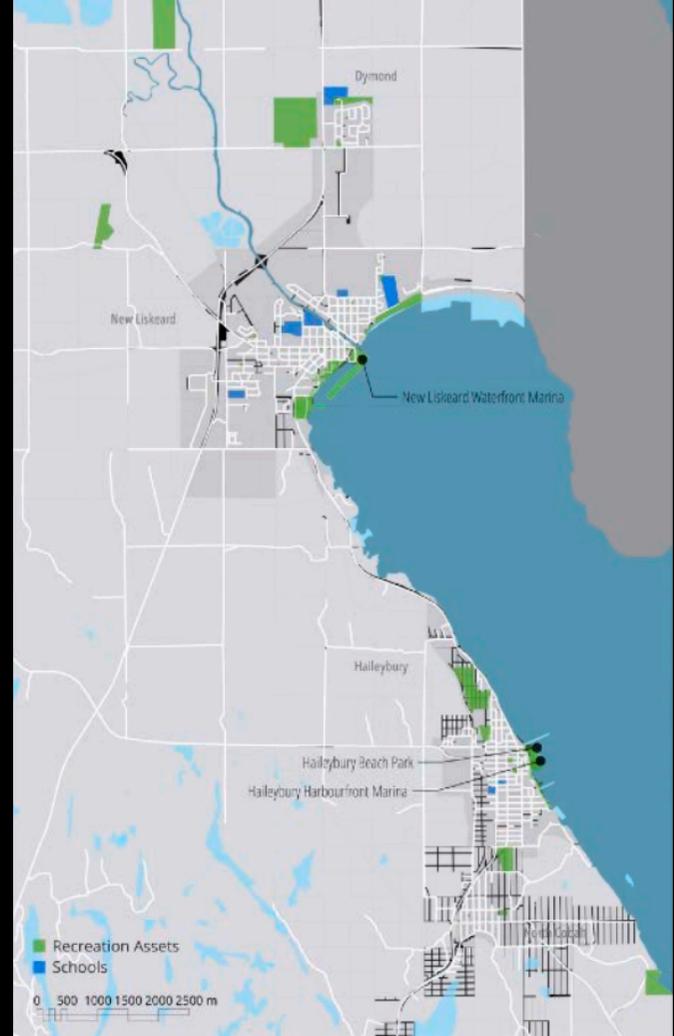
Existing activity network

Existing indoor facilities

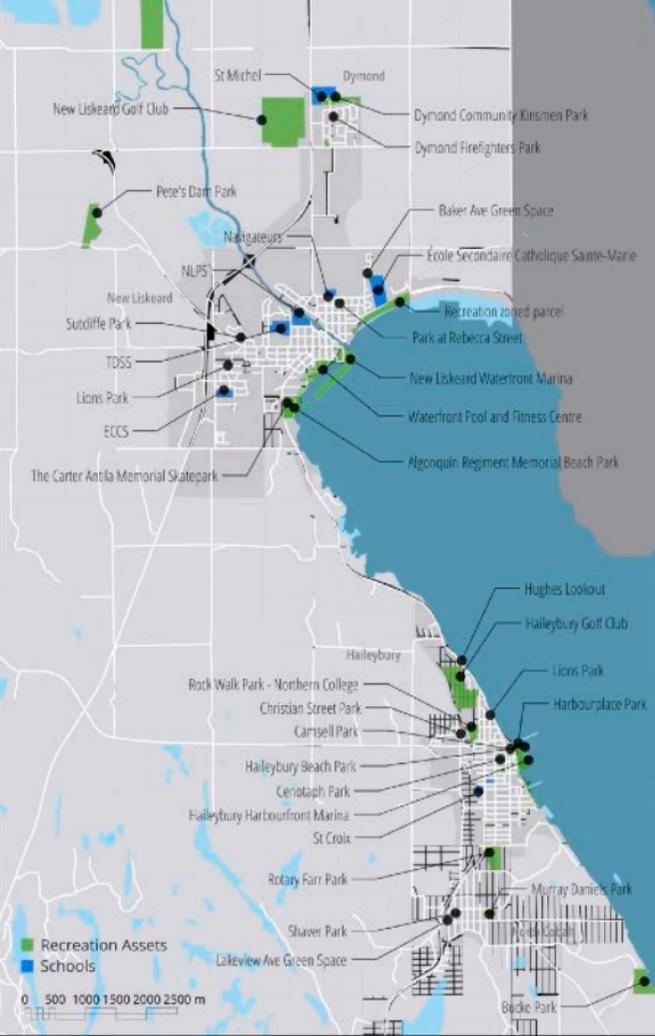




Existing outdoor aquatics

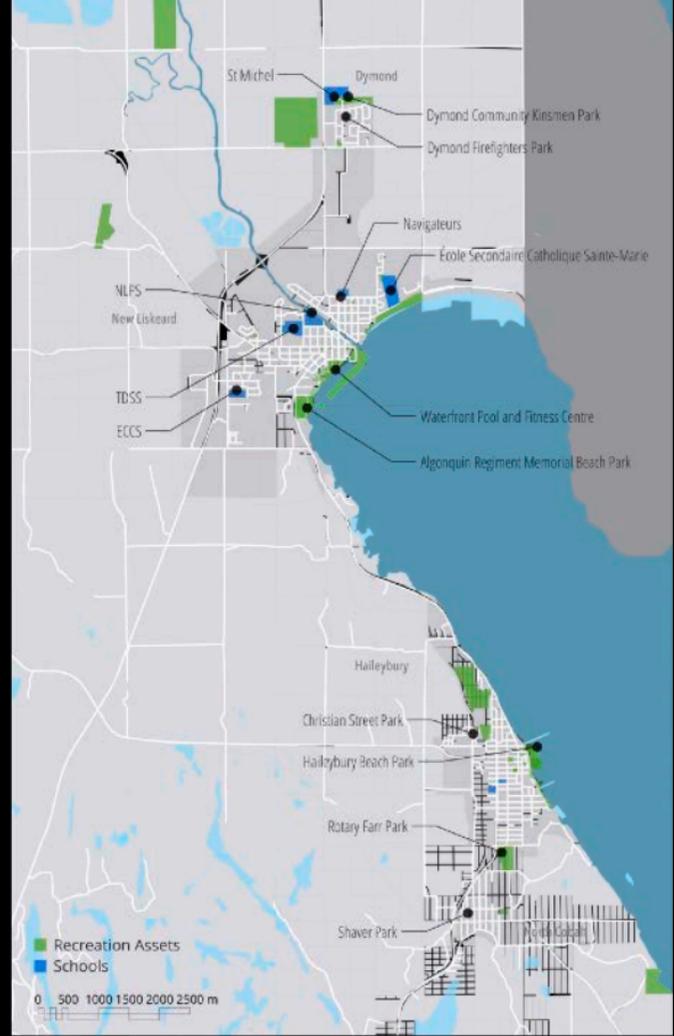


Existing trails



existing parks and playgrounds

Existing outdoor courts and fields



## OUTDOOR RINKS



2

FACILITY/POPULATION RATIOS  
GR. SUDBURY 1:2,970  
NORTH BAY 1:7,365  
TIMMINS 1:6,314  
TEMISKAMING SHORES 1:4,960

## PARKS



20

FACILITY/POPULATION RATIOS  
GR. SUDBURY 1:n/a  
NORTH BAY 1:767  
TIMMINS 1:921  
TEMISKAMING SHORES 1:472

## CURLING RINKS



2\*

FACILITY/POPULATION RATIOS  
GR. SUDBURY n/a  
NORTH BAY n/a  
TIMMINS 1:22,098  
TEMISKAMING SHORES 1:4960

## COMMUNITY HALLS



5

FACILITY/POPULATION RATIOS  
GR. SUDBURY n/a  
NORTH BAY 1:25,500  
TIMMINS 1:39,000  
TEMISKAMING SHORES 1:14,730

## DOG PARKS



0

FACILITY/POPULATION RATIOS  
GR. SUDBURY 1:166,300  
NORTH BAY 1:51,553  
TIMMINS 1:44,196  
TEMISKAMING SHORES 0

## FITNESS CENTRE



1

FACILITY/POPULATION RATIOS  
GR. SUDBURY 1:27,717  
NORTH BAY n/a  
TIMMINS n/a  
TEMISKAMING SHORES 1:9,920

## MARINAS



3

FACILITY/POPULATION RATIOS  
GR. SUDBURY n/a  
NORTH BAY 1:51,553  
TIMMINS n/a  
TEMISKAMING SHORES 1:3,306

## RUNNING TRACKS



2\*

FACILITY/POPULATION RATIOS  
GR. SUDBURY 1:41,575  
NORTH BAY 1:n/a  
TIMMINS 1:4,911  
TEMISKAMING SHORES 1:4,960

## INDOOR RINKS



2

FACILITY/POPULATION RATIOS

GR. SUDBURY 1:10,394

NORTH BAY 1:12,888

TIMMINS 1:8,839

TEMISKAMING SHORES 1:4,960

## POOLS (Indoor & outdoor)



2

FACILITY/POPULATION RATIOS

GR. SUDBURY 1:929

NORTH BAY 1:2,062

TIMMINS 1:1,052

TEMISKAMING SHORES 1:827

## PLAY- GROUNDS



12

FACILITY/POPULATION RATIOS

GR. SUDBURY 1:929

NORTH BAY 1:2,062

TIMMINS 1:1,052

TEMISKAMING SHORES 1:827

## SKATEBOARD/ BMX PARKS



1

FACILITY/POPULATION RATIOS

GR. SUDBURY 1:16,630

NORTH BAY 1:51,553

TIMMINS 1:22,098

TEMISKAMING SHORES 1:9,920

## DIAMOND FIELDS



7

FACILITY/POPULATION RATIOS

GR. SUDBURY 1:2,278

NORTH BAY 1:3,682

TIMMINS 1:3,400

TEMISKAMING SHORES 1:1,417

## RECTANGULAR FIELDS



7

FACILITY/POPULATION RATIOS

GR. SUDBURY n/a

NORTH BAY 1:5,728

TIMMINS 1:2,210

TEMISKAMING SHORES 1:1,417

## BASKETBALL COURTS



5

FACILITY/POPULATION RATIOS

GR. SUDBURY 1:5,452

NORTH BAY 1:25,777

TIMMINS 1:4,420

TEMISKAMING SHORES 1:1,984

## TENNIS COURTS



6

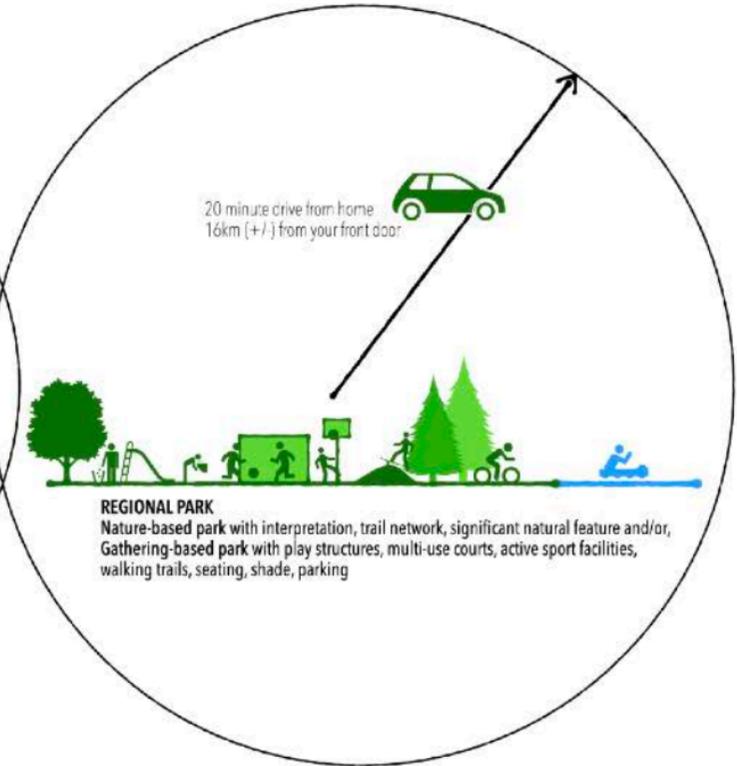
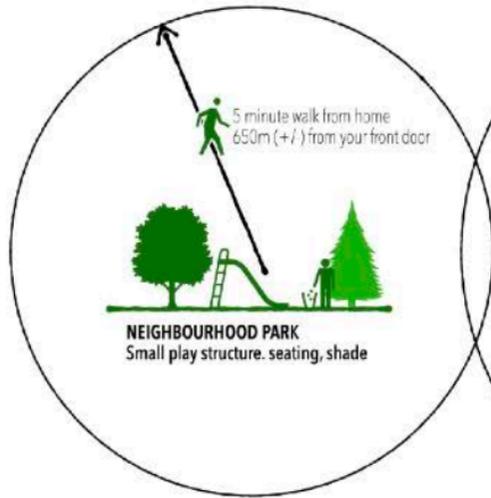
FACILITY/POPULATION RATIOS

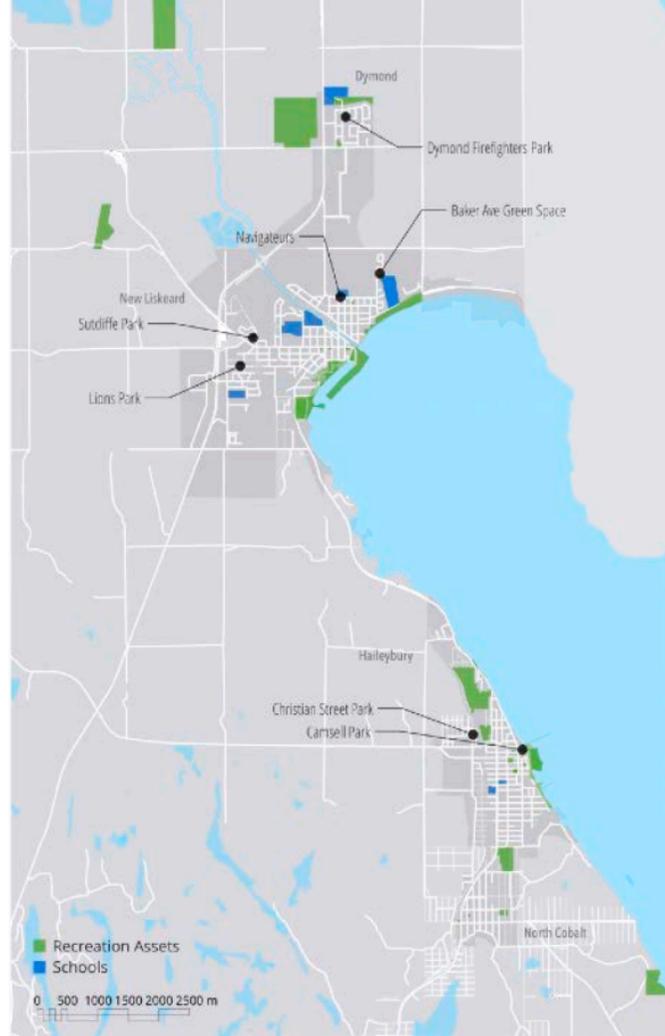
GR. SUDBURY n/a

NORTH BAY 1:17,184

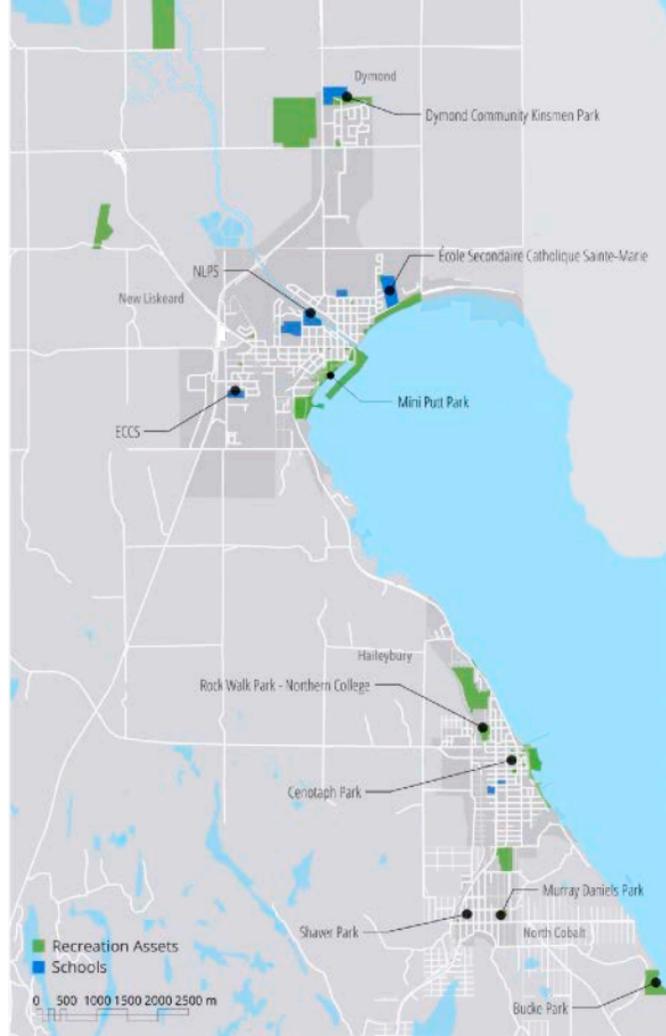
TIMMINS 1:5,525

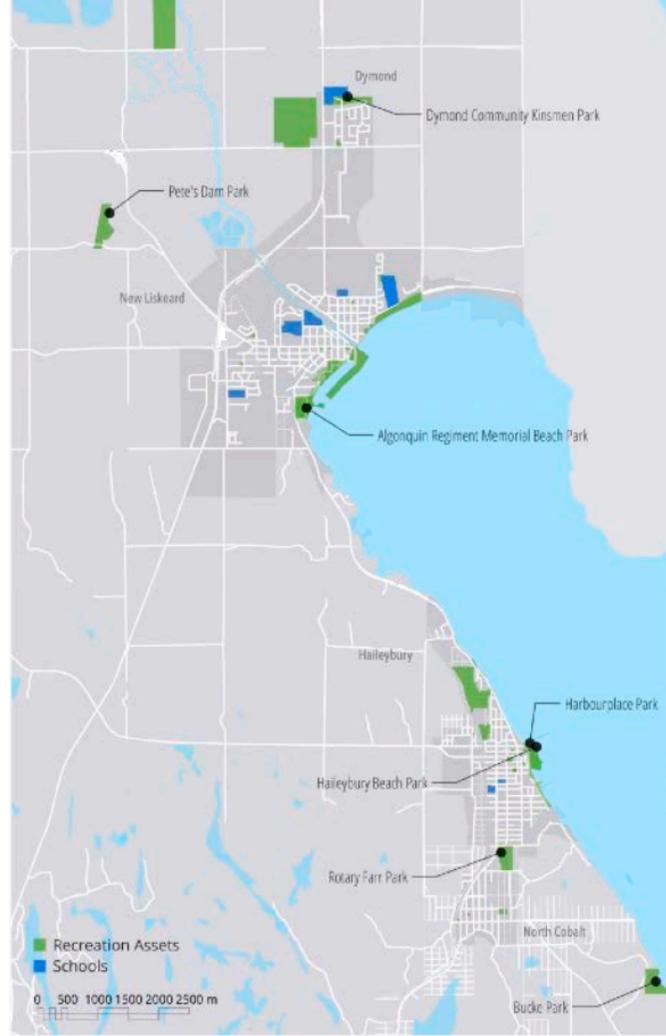
TEMISKAMING SHORES 1:1,653



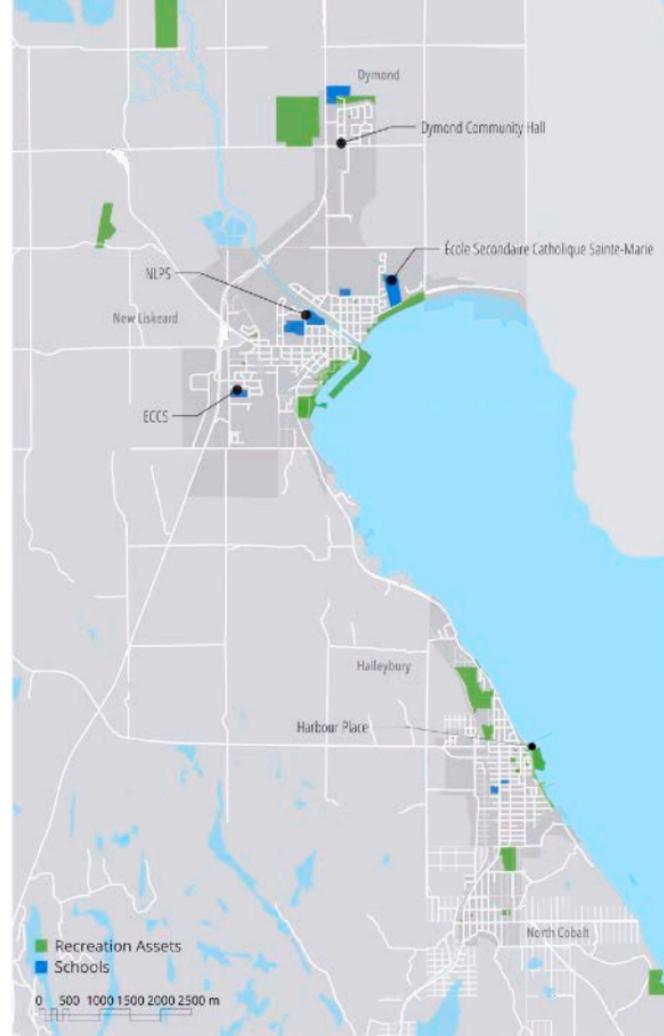


Master Plan Neighbourhood Parks

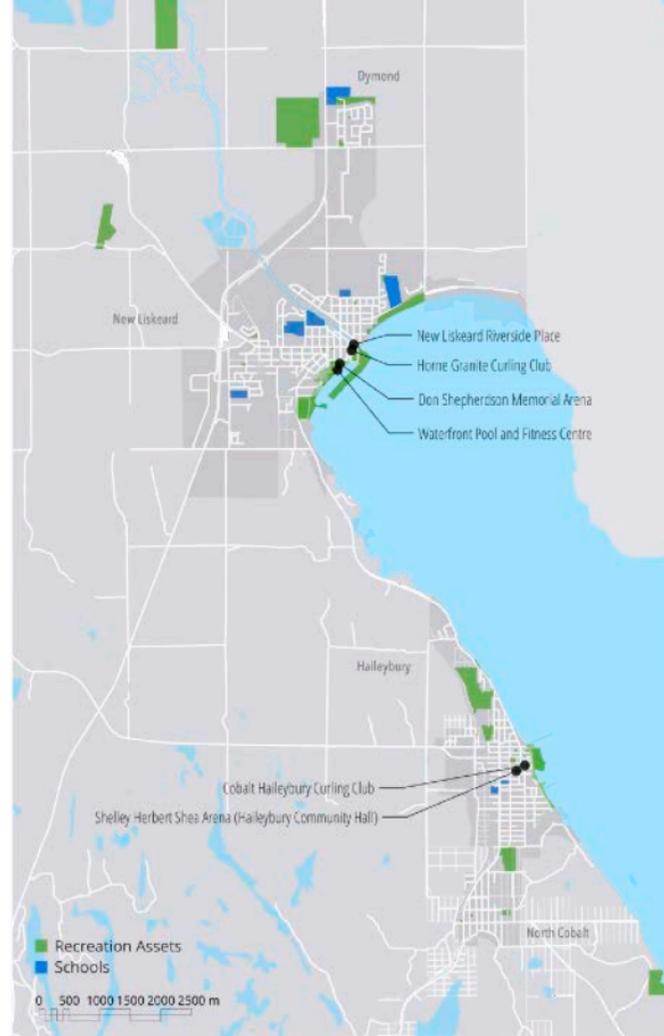




Master Plan Regional Parks



Master Plan Community Facilities





Master Plan STATO Extension





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# RECREATION MASTER PLAN

PRELIMINARY DRAFT REPORT NO. 1 | 08 JULY 2020

Draft Council Presentation  
14 July 2020

# Media Release



## **Timiskaming Part of Stage Two Reopening June 12, 2020 – For immediate release**

Effective Friday, June 12, more businesses and public spaces will be allowed to reopen in Timiskaming district, one of the regions in Ontario proceeding to Stage 2 of the Framework for Reopening our Province. Changes include an increase in size of gatherings to 10 people or less and the reopening of places of worship to 30% capacity. More retail spaces, personal service settings, restaurants with patios, and certain recreational activities can also open as long as they put in place safety protocols and respect ongoing restrictions.

Since close contact with a higher number of people increases risk of COVID-19, Timiskaming Health Unit is now asking people to keep a record of or remember anyone they come in close contact with. This information is essential for public health staff to do rapid contact tracing of a positive case, to prevent spread of the virus.

“We know the COVID-19 pandemic is not over, but together, we have done an excellent job in absorbing the first wave. To keep our communities healthy, we ask that everyone continue to play their part and follow the public health recommendations that have worked so well,” said Dr. Glenn Corneil, Acting Medical Officer of Health for Timiskaming. “If you have a COVID-19 symptom, please get tested. It is still safest to only be in close contact with your household. If you are socializing with others, it is best to do so outside, maintain physical distancing, keep track of your contacts and remember it is a provincial order to be in social gatherings of no more than 10 people.”

Timiskaming residents should continue to practice physical distancing, wear a mask when distancing is not possible, stay home if they are sick, wash hands often, and cover their cough or sneeze. Any person who travels outside Timiskaming district should closely self-monitor on their return and reach out for testing as soon as symptom develops. Anyone who might have been exposed to settings or communities experiencing an outbreak should self-isolate for 14 days if feasible.

Not everyone is at equal risk for COVID-19. People at high risk for severe disease should limit their time in the community as long as COVID-19 continues to circulate. Also, social, economic or other factors may limit people’s ability to maintain physical distancing or follow other public health measures. Public health is encouraging those who are able to do their part by following the measures and protecting others in the community, and working to support others who may be more vulnerable or need added support during this challenging time.

It is a positive development for Timiskaming to be able to move into stage 2 of reopening. This needs happen while being COVID-aware and COVID-smart. More information is available at [www.timiskaminghu.com](http://www.timiskaminghu.com) and Timiskaming’s COVID line at 705-647-4305 or 1-866-747-4305, Ext. 7. For more information on COVID-19 go to [Timiskaming Health Unit – COVID-19](#) and/or [Ontario Ministry of Health – COVID-19](#)

-30-

### **Media Contact:**

Ryan Peters  
Communications Manager  
705-647-4305, Ext. 2250  
[petersr@timiskaminghu.com](mailto:petersr@timiskaminghu.com)

**From:** [AMO Communications](#)  
**To:** [Logan Belanger](#)  
**Subject:** AMO COVID-19 Update - Readiness Toolkit, Resumption of Land Use Planning Timelines, Masks  
**Date:** Tuesday, June 16, 2020 4:09:09 PM

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AMO Policy Update



June 16, 2020

## **AMO COVID-19 Update – Readiness Toolkit, Resumption of Land Use Planning Timelines, and Masks (Clarification)**

### **Workplace Readiness Toolkit**

The Province today released a [workplace readiness guide](#) to help employers re-open safely as more people are getting prepared to return to their workplaces as Stage 2 re-openings begin.

This [new guide](#) is designed to help employers create a workplace safety plan with a downloadable template. It includes information on the use of face coverings, personal protective equipment, as well as applying appropriate controls in the workplace.

### **Resumption of Land Use Planning Timelines**

As of June 22, the timelines under the *Planning Act* will resume as usual. The [Revised Regulation, \(O. Reg. 278/20\)](#), in effect undoes the suspension of timelines put in place by [O. Reg. 149/20](#). It appears that most municipal governments choose to continue with planning activities during the emergency. According to the Ministry of Municipal Affairs and Housing (MMAH), those who needed to rely on the suspension of timelines have now been able to resume processing development applications.

### **Masks - Clarification**

After some additional discussion and information provided since yesterday's update, we need to correct our statement on whether municipal governments can order the public's mandatory use of masks.

What we should have said was that at the local level there is greater certainty, or at least less potential for challenges, if it was the local Medical Officer of Health using

their Section 22 powers under the *Health Protection and Promotion Act* (HPPA) to mandate the use of masks than the creation of a municipal bylaw under the broad municipal powers in the *Municipal Act* or under a local emergency plan under the *Emergency Management and Civil Protection Act* (EMCPA).

If desired, municipal governments can consider the development of a bylaw to mandate mask use under the *Municipal Act* or the EMCPA. The legislation doesn't say you can't do this, but it doesn't say you can. As always, it is prudent to seek legal advice in the development of such a bylaw.

AMO's [COVID-19 Resources](#) page is being updated continually so you can find critical information in one place. Please send any of your municipally related pandemic questions to [covid19@amo.on.ca](mailto:covid19@amo.on.ca).

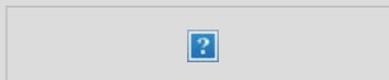
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Association of Municipalities of Ontario  
200 University Ave. Suite 801, Toronto ON Canada M5H 3C6

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June 16, 2020

Hon. Doug Ford  
Premier  
Premier's Office  
Room 281  
Legislative Building, Queen's Park

Dear the Honourable Doug Ford:

Please be advised that at its June 11<sup>th</sup>, 2020 meeting, Grey County Council endorsed the following resolution for your consideration:

CW93-20      Moved by: Councillor Robinson      Seconded by: Councillor Keaveney

**Whereas now more than ever in our increasingly electronic world, Grey County families and business owners have a need for reliable and affordable broadband to conduct business and stay connected both locally and beyond; and**

**Whereas broadband is a contributing social and economic driver in supporting the vitality and growth of our communities; and**

**Whereas families require internet to enable their children to complete school assignments, take online courses, maintain a human connection, or just stream movies at home; and**

**Whereas Grey County agriculture production, medical, health care, manufacturing, retail and the service industry depend on reliable high-speed connections to support and ensure business continuity and success; and**

**Whereas connectivity has been a lifeline for those businesses and sectors with access to reliable broadband during this global pandemic; and**

**Whereas reliable broadband will continue playing an essential role in the economic and social recovery of communities across Grey**

**County post-pandemic; and**

**Whereas not all areas of Grey County are within a connectivity coverage area which continues to be increasingly challenging, and amplified by the COVID-19 pandemic; and**

**Whereas Grey County has unserved areas as well as under-served areas that receive inadequate or disproportionately low levels of service; and**

**Whereas while it is important for the Provincial Government to look at both the number of people and the number of businesses that can be serviced by broadband expansion, it is essential, as well, that the Province provide broadband service to areas that have a small number of people, yet cover a vast geographical area; and**

**Whereas the need for broadband infrastructure improvement is now;**

**Now Therefore Be It Resolved that Grey County representing our Grey County residents and business owners alike, call to action Premier Ford; Minister of Infrastructure, Minister Scott; Ministry of Agriculture, Food and Rural Affairs, Minister Ernie Hardeman and Associate Minister of Energy & MPP Walker to champion the implementation of broadband in the unserved and under-served areas of Grey County; and**

**That this resolution be forwarded to all Ontario municipalities for their endorsement.**

If you require anything further, please do not hesitate to contact me.

Yours truly,

Tara Warder  
Deputy Clerk/Legislative Coordinator  
(519) 372-0219 x 1294  
[tara.warder@grey.ca](mailto:tara.warder@grey.ca)  
[www.grey.ca](http://www.grey.ca)

cc Hon. Laurie Scott, Minister of Infrastructure  
Hon. Bill Walker, Associate Minister of Energy & Bruce – Grey - Owen Sound MPP  
Hon. Ernie Hardeman, Ministry of Agriculture, Food and Rural Affairs  
All Ontario Municipalities

**From:** [AMO Communications](#)  
**To:** [Logan Belanger](#)  
**Subject:** AMO Policy Update – Stage 2, Emergency Declaration Extension, Water Bottling Consultation  
**Date:** Monday, June 22, 2020 3:20:06 PM

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## AMO Policy Update



June 22, 2020

### **AMO Policy Update – Stage 2, Emergency Declaration Extension and Water Bottling Consultation**

As activities related to the COVID-19 pandemic are starting to be the new normal, the provincial government is starting to release information on some of their non-COVID-19 related policy work. AMO members will see this reflected in our policy updates going forward that will include a combination of COVID-19 and non-COVID-19 policy updates of a municipal government interest.

#### **Stage 2 Re-openings**

The Province [announced today](#) that the City of Toronto and Peel Region will be allowed to go to Stage 2 re-openings as of Wednesday June 24<sup>th</sup>, however, the Windsor-Essex region is to stay in Stage 1 at this time. Testing and farm inspections will be increased in this area with the expectation that Windsor-Essex to be able to enter Stage 2 soon as they will be assessed on an ongoing basis.

#### **Possible Extension of the Provincial Emergency Declaration**

The Ontario Legislature reconvenes on Tuesday, June 23rd. The government has indicated its motion to renew its emergency declaration under the *Emergency Management and Civil Protection Act*, for another potentially final 15 days to mid-July, and will be introduced to the House either Tuesday or Wednesday.

It should be noted that the Province can extend existing emergency orders in 14-day intervals after the emergency ends to deal with the effects of the pandemic. But once the provincial emergency declaration expires, the Ontario government can only reissue or eliminate these Cabinet orders (Order in Council regulations) but is not able amend or draft brand-new orders.

#### **Province Considers Requiring Municipal Support for New and Expanded Water**

## Bottling Proposals

The Ontario Government has [announced](#) it is consulting on [proposals](#) to manage and protect surface and groundwater quantity. Proposals include:

- Requiring water bottling companies to have the support of their host municipalities for new and increasing bottled water takings, with an exemption for small businesses.
- Establishing priorities of water use in the province that can guide water taking decisions.
- Assessing and managing multiple water takings together in areas of the province where water sustainability is a concern.
- Making water taking data available to the public to increase transparency of how Ontario manages water resources.

The consultation period is open until **August 2, 2020**. Municipal officials are encouraged to review the proposals and provide feedback through the Environmental Registry.

AMO's [COVID-19 Resources](#) page is being updated continually so you can find critical information in one place. Please send any of your municipally related pandemic questions to [covid19@amo.on.ca](mailto:covid19@amo.on.ca).

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## POLICE SERVICES BOARD

---

June 23, 2020

City of Temiskaming Shores  
325 Farr Drive, P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

Attention: Mayor and Council

Dear Mayor Kidd and Council:

**Re: Review of By-law No. 2009-023 – (ATV By-law)**

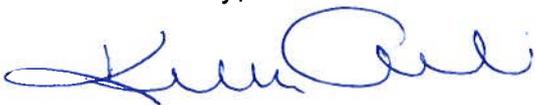
There have been a number of complaints recently regarding ATVs and Off-Road vehicles on municipal streets including excessive noise, speeding, vehicles prohibited on municipal streets and approved ATV's on prohibited streets listed in the City's ATV By-law.

This topic was recently discussed at the June 22, 2020 Temiskaming Shores Police Services Board meeting.

It has been 11 years since the City's ATV By-law was amended. The Board is recommending that Council undertake a review and public consultation process of By-law No. 2009-023.

Should you have any questions, please do not hesitate to contact me.

Yours truly,



Kelly Conlin, Board Secretary  
Temiskaming Shores Police Service Board



## **CORPORATION OF THE TOWN OF RENFREW**

### **RESOLUTION NO. 2020 - 06 - 44**

Moved By: Reeve Emon  
Seconded By: Councillor Jamieson

**WHEREAS** the COVID-19 pandemic crisis has had a catastrophic affect on employment and small business survival rates, with over 11.3% jobless rate in Ontario in April 2020 alone with only a few signs of a change over the next several fiscal periods;

**AND WHEREAS** the Renfrew County region is already at a distinct economic disadvantage due to a shorter infrastructure construction season and the lack of essential services, like effective and available broadband across its vast and rural area that would allow for greater flexibility to work from home, or telecommute;

**AND WHEREAS** the County of Renfrew and the other 19 municipalities and first nations reserves within the geographical borders have an incredible influence on the economy through investments in infrastructure spending, with over \$70million being invested in 2020 in municipal projects, but will now have to evaluate and adjust the way they safely operate and offer community services and modes of transportation;

**AND WHEREAS** the County of Renfrew and the other 19 municipalities and first nations reserves have submitted over \$73.5 million worth of applications to the *Investing in Canada Infrastructure Program: Community, Culture and Recreation Stream*, with all considered shovel ready and shovel worthy;

**AND WHEREAS** the County of Renfrew and the other 19 municipalities and first nations reserves have submitted previously over \$25million in *the Investing in Canada Infrastructure Program: Green Stream* and *Investing in Canada Infrastructure Program: Rural & Northern Stream*;

**AND WHEREAS** both large and small infrastructure projects have the immediate effect on local small and medium businesses in our region with consideration of the multiplier ratio on every \$1million invested having the ability to create 7.6 jobs in the local marketplace, meaning that approval of these projects would create over 1,200 jobs across Renfrew County;

**NOW THEREFORE BE IT RESOLVED** that the Council of the Town of Renfrew calls upon the Governments of Ontario and Canada to fast track the review of current and previous *Investing in Canada Infrastructure Program* grant applications in order to provide much needed employment and investment into rural Ontario to provide sustainable infrastructure that will be safe and suitable in a post-pandemic setting;

**AND FURTHER THAT** a copy of this resolution be circulated to the Right Honourable Prime Minister of Canada; the Honourable Premier of Ontario; MP Cheryl Gallant, Renfrew-Nipissing-Pembroke; the Honourable John Yakabuski, MPP Renfrew-Nipissing-Pembroke; the Minister of Infrastructure; the Association of Municipalities Ontario; Rural Ontario Municipalities Association and all Municipalities within the Province of Ontario.

**- CARRIED -**

I, Jennifer Charkavi, Deputy Clerk of the Corporation of the Town of Renfrew, do hereby certify this to be a true and complete copy of Resolution No. 2020 - 06 - 44, passed by the Council of the Corporation of the Town of Renfrew at its meeting held the 23<sup>rd</sup> day of June 2020.

DATED at Renfrew, Ontario  
this 24<sup>th</sup> day of June 2020.

*Jennifer Charkavi*

---

Jennifer Charkavi

**From:** [AMO Communications](#)  
**To:** [Logan Belanger](#)  
**Subject:** AMO Policy Update – Provincial Emergency Extended and Tribunals Ontario  
**Date:** Wednesday, June 24, 2020 3:29:50 PM

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AMO Policy Update



June 24, 2020

## AMO Policy Update – Provincial Emergency Extended and Tribunals Ontario

### Provincial Emergency Extended

The provincial government [has extended the provincial Declaration of Emergency](#) under s.7.0.7 of the *Emergency Management and Civil Protection Act* to **July 15, 2020**. This extension, approved by the Ontario Legislature today, was put in place to provide additional time, flexibility, and the necessary tools to safely and gradually allow more places across Ontario to reopen using the required public health measures. A full list of emergency orders can be found on the [e-Laws website](#) under the *Emergency Management and Civil Protection Act*.

### Tribunals Ontario to Replace Environment and Land Tribunals Ontario

Since 2017, the Ontario Government has been working to transition tribunals or boards that arbitrate land-based matters into a single Tribunal. This work has been completed and will take effect July 1, 2020. This new organization will include the Local Planning Appeal Tribunal (LPAT), Environmental Review Tribunal, Board of Negotiation, Conservation Review Board, the Mining and Lands Tribunal, and the Assessment Review Board.

The appointed Executive Chair, Marie Hubbard, indicated that the Tribunal will “focus on land-related dispute resolution to help increase the housing supply in the province, while balancing the needs of environmental protection and conservation”.

A new website will be launched soon at [olt.gov.on.ca](#) and the former Environment and Land Tribunals Ontario website will be decommissioned. Finally, effective July 1, [fees for filing appeals](#) with the LPAT will increase. The filing fees will depend on the type of appeal being made.

AMO's [COVID-19 Resources](#) page is being updated continually so you can find critical information in one place. Please send any of your municipally related pandemic questions to [covid19@amo.on.ca](mailto:covid19@amo.on.ca).

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**THE CORPORATION OF THE CITY OF SARNIA  
City Clerk's Office**

255 Christina Street N. PO Box 3018  
Sarnia ON Canada N7T 7N2  
519 332-0330 519 332-3995 (fax)  
519 332-2664 (TTY)  
[www.sarnia.ca](http://www.sarnia.ca) [clerks@sarnia.ca](mailto:clerks@sarnia.ca)

June 24, 2020

To: All Ontario Municipalities

**Re: Long Term Care Home Improvements**

At its meeting held on June 22, 2020, Sarnia City Council adopted the following resolution submitted by Councillor Margaret Bird with respect to the conditions in Long Term Care homes exposed by the pandemic:

***That due to the deplorable conditions exposed by the pandemic in LTC homes in the province, and because this is a time for action, not just continuous streams of investigations, commissions and committees, and because the problems have been clearly identified, that Sarnia City Council direct staff to send this motion to the 444 Ontario Municipalities, asking them to urge Premier Ford to start implementing the required resolutions immediately, as follows:***

- 1. increasing hours for all part-time and casual labour***
- 2. since the government provides funding for privately-operated homes, they have an obligation to inspect these homes and see that they are being properly run, and that funds are being used for the benefit of the residents and not the huge profitability of the operators, and***
- 3. to end the neglect and unacceptable conditions being experienced, each day, by our vulnerable seniors.***

Sarnia City Council respectfully seeks your endorsement of this resolution. If your municipal council endorses this resolution, we would request that a copy of the resolution be forwarded to the following:

Doug Ford, Premier of Ontario; and

City of Sarnia, City Clerk's Office  
[clerks@sarnia.ca](mailto:clerks@sarnia.ca)

Sincerely,



Dianne Gould-Brown  
City Clerk

cc: AMO

**From:** [AMO Communications](#)  
**To:** [Logan Belanger](#)  
**Subject:** Report of the Secretary Treasurer on Nominations to the 2020 - 2022 AMO Board of Directors  
**Date:** Friday, June 26, 2020 6:03:07 PM

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## AMO Policy Update



June 26, 2020

# Report of the Secretary Treasurer on Nominations to the 2020 – 2022 AMO Board of Directors

It is my pleasure to submit a copy of my report on the candidates standing for election for the 2020 - 2022 AMO Board of Directors, as confirmed by the Returning Officer. The Returning Officer has confirmed candidates against the nomination requirements and processes.

**Elections:** Monday, August 17, 2020, 8:00 a.m. through to Tuesday, August 18, 2020, 10:00 a.m.

All elected officials from member municipalities in good standing with the Association, who are delegates to the 2020 AMO Annual Conference, are eligible to vote for President and in the Caucus for which the delegate has registered. Delegates will receive instructions via email on how to cast their votes.

Please note that the Heads of the following municipal groups are automatically appointed to the appropriate Caucus of the AMO Board:

- L'Association française des municipalités de l'Ontario (AFMO)
- Eastern Ontario Wardens' Caucus (EOWC)
- Federation of Northern Ontario Municipalities (FONOM)
- Northern Ontario Municipal Association (NOMA)
- Large Urban Mayors' Caucus of Ontario (LUMCO)
- Mayors & Regional Chairs of Ontario of Single Cities and Regions (MARCO)
- Ontario Small Urban Municipalities (OSUM)
- Rural Ontario Municipal Association (ROMA)
- Western Ontario Wardens' Caucus (WOWC)

Summary:

1. The following positions have been acclaimed:

- Secretary-Treasurer
- County Caucus (3 elected official positions, 1 staff position)
- Small Urban Caucus (1 staff position)

2. Elections of representatives for a two-year term will be held for the following positions, subject to any withdrawals by Candidates:

- President (1 elected official position)
- Large Urban Caucus (5 elected official positions)
- Northern Caucus, N.E. (2 elected official positions)
- Northern Caucus, N.W. (2 elected official positions)
- Regional and Single Tier Caucus (6 elected official positions)
- Rural Caucus (4 elected official positions)
- Small Urban Caucus (4 elected official positions)

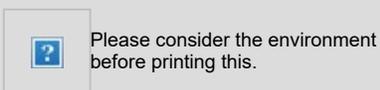
Respectfully submitted,



Trevor Wilcox

Secretary-Treasurer, Association of Municipalities of Ontario  
General Manager of Corporate Performance, County of Simcoe

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**From:** [AMO Communications](#)  
**To:** [Logan Belanger](#)  
**Subject:** AMO Policy Update – Emergency Orders Extension, Towing Industry Oversight  
**Date:** Monday, June 29, 2020 2:45:56 PM

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## AMO Policy Update



June 29, 2020

# AMO Policy Update – Emergency Orders Extension and Towing Industry Oversight

## Extension of Emergency Orders

The Ontario government has [extended all emergency orders](#) currently in force that were made under s.7.0.2 (4) of the *Emergency Management and Civil Protection Act* until **July 10, 2020**, while removing restrictions that were limiting access to certain sports training facilities.

The Province has removed certain restrictions for Stage 2 indoor sports and recreational fitness activities facilities. This will allow the facilities to be used by more businesses and organizations to train amateur or professional athletes, or to run certain non-contact amateur or professional athletic competitions. In all cases, facility owners are only able to permit activities to occur in a way that meets public health requirements. This will enable many sports and recreational organizations to again offer sport training programs.

A full list of emergency orders can be found on the [e-Laws website](#) under the *Emergency Management and Civil Protection Act* and at [Ontario.ca/alert](#).

## Increasing Towing Industry Oversight

The Province is establishing a [ministerial task force](#) to improve provincial oversight of the towing industry. This task force will help develop a regulatory model that will increase safety and enforcement, clarify protections for consumers, improve industry standards, and consider tougher penalties for violators. This action is being taken in response to concerns raised about incidents of criminal activity and violence in the towing industry.

The task force will review several topics related to the towing industry including provincial oversight of safety, consumer protection, improved industry standards,

training, and background checks. As some municipal governments do license towing operations within their jurisdictions, we will monitor any consultations or activities arising from this provincial task force.

AMO's [COVID-19 Resources](#) page is being updated continually so you can find critical information in one place. Please send any of your municipally related pandemic questions to [covid19@amo.on.ca](mailto:covid19@amo.on.ca).

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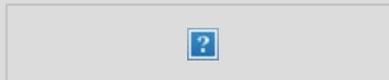
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2021 Division Road North  
Kingsville, Ontario N9Y 2Y9  
Phone: (519) 733-2305  
www.kingsville.ca  
kingsvilleworks@kingsville.ca

June 29, 2020

The Honourable Doug Ford ([premier@ontario.ca](mailto:premier@ontario.ca))  
Premier of Ontario  
Legislative Building, Queen's Park  
Toronto, Ontario M7A 1A1

-and to-

The Honourable Rod Phillips ([rod.phillips@pc.ola.org](mailto:rod.phillips@pc.ola.org))  
Minister of Finance  
Frost Building South; 7<sup>th</sup> Floor  
7 Queen's Park Crescent  
Toronto, Ontario M7A 1Y7

Dear Premier Ford and Minister Phillips:

**RE: Kingsville Council request that the Rent Assistance Program to include all businesses in a lease agreement within all "residential-above-commercial" properties without a cap on commercial/residential ratio**

At its Regular Meeting of June 22, 2020, Kingsville Council resolved the following:

**391-2020**

**Moved By** Councillor Kimberly DeYong

**Seconded By** Councillor Larry Patterson

Whereas the COVID-19 Pandemic has greatly impacted the business community in the Town of Kingsville;

And Whereas the Province of Ontario has provided financial assistance including a multi-level Rent Assistance program to the business community impacted by the COVID-19 Pandemic;

And Whereas the Rent Assistance program offered by the Province of Ontario established an arbitrary cap on multi-use properties where it is common for "residential-above-commercial" developments, especially in downtown and Main Street corridors;

And Whereas Kingsville, particularly in our downtown business centres, has several properties with residential-above-commercial where the ratio of commercial storefront businesses represents less than 30 per cent of the entire building, thus leaving a gap where local business owners cannot qualify for rent relief with their willing landlords;

And Whereas the Town of Kingsville's newly adopted Business Retention and Expansion Project Report identified that Kingsville businesses would benefit from the Province expanding the Rent Assistance program to include all commercial lease properties regardless of overall footprint.

Now Therefore Be It Resolved That the Town of Kingsville requests that the Province of Ontario expand their Rent Assistance program to include all businesses in a lease agreement within all "residential-above-commercial" properties without a cap on commercial/residential ratio;

And Finally, That this Resolution be circulated to the Premier, Doug Ford, the Minister of Finance, Rod Phillips, our local MPP Taras Natyshak, and all Ontario municipalities requesting their support.

**CARRIED**

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jennifer Astrologo".

Jennifer Astrologo, Director of Corporate Services/Clerk  
Corporate Services Department

[jastrologo@kingsville.ca](mailto:jastrologo@kingsville.ca)

/sjk

CC: Taras Natyshak, MPP ([tnatyshak-qp@ndp.on.ca](mailto:tnatyshak-qp@ndp.on.ca))

CC: All Ontario Municipalities

**From:** [AMO Communications](#)  
**To:** [Logan Belanger](#)  
**Subject:** AMO Policy Update – Appeal for immediate financial assistance, Social Services Relief Funding, Standing Committee to consider municipal COVID impacts and Connecting Links  
**Date:** Thursday, July 2, 2020 2:31:50 PM

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AMO Policy Update



July 2, 2020

## **AMO Policy Update: Appeal for immediate financial assistance, Social Services Relief Funding, Standing Committee to consider municipal COVID-19 impacts and Connecting Links**

### **Appeal for Immediate Federal-Provincial Financial Assistance for Municipalities**

AMO and CUPE Ontario joined forces again today with a [joint letter](#) appealing for immediate financial assistance for municipalities to assist with the costs of managing the COVID-19 emergency. The letter calls on the Governments of Canada and Ontario to conclude negotiations on a joint federal-provincial financial assistance plan to address the COVID-19 related municipal financial crisis, and to protect essential, at risk, municipal services.

### **Additional Social Services Relief Fund allocation**

As part of the ongoing COVID-19 response, the provincial government [announced](#) today another \$150 million of funding for relief and to protect the health and safety of vulnerable people particularly the homeless.

This additional funding for municipal service managers and urban Indigenous community agencies is very welcome and much needed. The new funding is in addition to \$148 million provided in March 2020. Funding parameters have been expanded by the province to allow renovations of shelters and purchase of new facilities to expand the range of needed and urgent housing solutions.

With this additional funding, service managers will continue to make local decisions about community funding to support COVID-19 responses. The funding helps municipal governments, DSSABs, social service providers and urban Indigenous community agencies to provide critical services such as homeless shelters, food banks, emergency services and other community services. The funding will continue

to flow through the 47 municipal government service system managers and District Social Service Administration Boards (DSSABs) that administer social services.

### **Legislative Committee Hearings re: Municipalities and COVID-19 impacts**

The Standing Committee on Finance and Economic Affairs is meeting to the study of the recommendations relating to the *Economic and Fiscal Update Act, 2020* and the impacts of the COVID-19 crisis on certain sectors of the economy.

It has now given notice that it intends to hold public hearings on the Municipalities, Construction and Building sector by videoconference (Zoom) on Monday, July 13, 2020, Tuesday, July 14, 2020; Wednesday, July 15, 2020; Thursday, July 16, 2020; Monday, July 20, 2020; Tuesday, July 21, 2020; and Wednesday, July 22, 2020.

To be considered to make an oral presentation on the Municipalities, Construction and Building sector by videoconference or teleconference registration is required by **5:00 p.m. (EDT) on Monday, July 6, 2020**. To register, please see: [ola.org/en/apply-committees](https://ola.org/en/apply-committees).

AMO has applied to appear before the Standing Committee on this matter. We encourage municipal governments and municipal associations to also apply to present or, if this is not possible, to provide a written submission by 6:00 p.m. (EDT) on Wednesday, July 22, 2020.

### **Connecting Links Funding Increased in 2020**

The Ontario government [announced](#) an additional \$10 million for nine municipalities to support Connecting Links projects in 2020. The increase is part of Ontario's COVID-19 Action Plan. The announcement brings funding in 2020 for Connecting Links to \$40 million for 33 municipal governments. Previously, the Minister of Transportation announced \$30 million for Connecting Links to support 24 municipal governments.

Connecting Links are municipal roads that connect provincial highways in a municipality, acting as an important part of the provincial transportation network. 77 Ontario municipalities manage 352 km of Connecting Links in the province. Ontario's [Connecting Links Program](#) was established in 2016 to provide a predictable allocation for municipalities. The fund was increased over time, rising to \$30 million in 2018. The Ministry of Transportation provides up to 90 per cent of the funding for a project to a maximum of \$3 million in project costs.

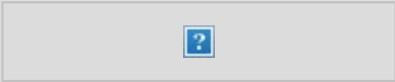
AMO's [COVID-19 Resources](#) page is being updated continually so you can find critical information in one place. Please send any of your municipally related pandemic questions to [covid19@amo.on.ca](mailto:covid19@amo.on.ca).



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July 7, 2020

RE: TAPMO Executive Meeting Minutes dated May 28, 2020.

Please be advised that Township of Puslinch Council, at its meeting held on June 17, 2020 considered the aforementioned topic and subsequent to discussion, the following was resolved:

**Resolution No. 2020-166:** Moved by Councillor Bulmer and  
Seconded by Councillor Sepulis

**That the Intergovernmental Affairs correspondence item 4 listed for JUNE 17, 2020 Council meeting be received; and**

**WHEREAS previous assessment methodologies for aggregate resource properties valued areas that were used for aggregate resources or gravel pits at industrial land rates on a per acre basis of the total site and such properties were formally classified and taxed as industrial lands;**

**WHEREAS the Council of Puslinch supports a fair and equitable assessment system for all aggregate resource properties;**

**WHEREAS the Municipal Property Assessment Corporation determined, with the participation only of the Ontario Sand, Stone and Gravel Association, revised criteria for assessing aggregate resource properties;**

**AND WHEREAS the Council of Puslinch has concerns that the revised criteria does not fairly assess the current value of the aggregate resource properties;**

**NOW THEREFORE BE IT RESOLVED:**

**(a) That the Council of Puslinch does not consider the revised criteria for assessment of aggregate resource properties as a fair method of valuation for these properties; and**

**(b) The Council of Puslinch believes there is a need to review the current**



**assessment scheme for aggregate resource properties to address the inequity of property values;**

**(c) The Council of Puslinch hereby calls upon the Province to work with the Municipal Property Assessment Corporation to address the assessment issue so that aggregate resource properties are assessed for their industrial value; and**

**(d) The Council of Puslinch directs the Clerk to provide a copy of this motion to the Minister of Finance, Minister of Municipal Affairs and Housing, Minister of Natural Resources and Forestry, AMO, ROMA, and all Ontario municipalities and {the local MPP(s)}**

**CARRIED**

As per the above resolution, please accept a copy of this correspondence for your information and consideration.

Sincerely,  
Courtenay Hoytfox  
Deputy Clerk

## **Ontario Supporting Restaurants as Province Safely Reopens**

*New and Amended Emergency Orders Will Help Establishments Expand Patios Faster*

July 3, 2020 7:00 A.M.

TORONTO — The Ontario government is helping restaurant and bar owners reopen and safely serve more customers by issuing a new emergency order and amending another under s.7.0.2 (4) of the *Emergency Management and Civil Protection Act*, which will allow municipalities to quickly pass temporary bylaws for the creation and extension of patios and allow covered outdoor dining areas to serve customers.

This decision was made in consultation with the Chief Medical Officer of Health to keep the people of Ontario safe as the province continues to recover and resume activities as part of [Ontario's Framework for Reopening the Province](#).

"Businesses across the province are demonstrating that we can still enjoy our beautiful Ontario summer while protecting the health and safety of their patrons," said Premier Ford. "Restaurants and bars are an important part of our economy, and a great driver of employment. I am proud to say that we will continue to support them as our province reopens and recovers."

Under the *Planning Act*, the process to pass temporary use bylaws to create or extend a patio could take several weeks or more. As restaurants are currently only permitted to host dine-in guests on outdoor patios under Stage 2, this exemption under the emergency order will cut red tape and reduce the process time for passing these bylaws to a matter of days. Municipalities would still be responsible for compliance activities and ensuring proper health and safety practices, like proper physical distancing.

The government also amended an emergency order to clarify that outdoor dining areas can open if they have a roof, canopy, tent, awning or other covering. At least two full sides of the outdoor dining area must be open to the outdoors and must not be substantially blocked in any way. If the outdoor dining area has a retractable roof, the roof must be fully open and at least one full side must be open to the outdoors and must not be substantially blocked in any way.

Most of Ontario has moved into Stage 2 recovery, except for the Municipality of Leamington and the Town of Kingsville, which remain in Stage 1.

On June 24, Ontario announced the [extension of the Declaration of Emergency](#) to July 15, allowing the province to continue to make or amend emergency orders under the *Emergency*

*Management and Civil Protection Act*. The government continues to review all these emergency orders to determine when and if it is safe to amend or lift them as restrictions are eased and more places in the province reopen in a safe and measured way.

A full list of emergency orders can be found on the [e-Laws website](#) under the *Emergency Management and Civil Protection Act* and at [Ontario.ca/alert](https://ontario.ca/alert).

## LEARN MORE

- See how [your organization can help fight COVID-19](#).
- Information and advice to [help your business navigate the economy during COVID-19](#).
- Visit [Ontario's website](#) to learn more about how the province continues to protect Ontarians from COVID-19.

---

**Julie O'Driscoll** Minister Clark's Office  
Julie.O'Driscoll@ontario.ca  
**Alexandra Hilkene** Minister Elliott's Office  
Alexandra.Hilkene@ontario.ca

[Available Online](#)  
[Disponible en Français](#)

**From:** [AMO Communications](#)  
**To:** [Logan Belanger](#)  
**Subject:** AMO Policy Update: United Call for Emergency Municipal Financial Relief and New provincial growth, renewal and economic recovery plan  
**Date:** Monday, July 6, 2020 2:32:07 PM

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## AMO Policy Update



July 6, 2020

# **AMO Policy Update: United Call for Emergency Municipal Financial Relief and New provincial growth, renewal and economic recovery plan**

## **Municipal call for emergency financial support**

Standing together municipal leaders today have [called](#) for immediate provincial and federal support to cover lost revenue and additional costs caused by the COVID-19 pandemic in order to protect municipal services that people depend on for their daily lives.

AMO, LUMCO, MARCO and the City of Toronto, representing all municipal governments in the province, are calling for at least \$10 billion dollars in emergency relief for Canadian municipalities to be funded 100% by the federal and provincial governments. This call supports the national funding call led by the Federation of Canadian Municipalities (FCM).

The FCM proposal would provide approximately \$4 billion to Ontario municipalities to offset lost transit revenues and added service costs, but there has been no clear signal on the timing and level of a joint federal-provincial financial assistance program yet. Municipal leaders have been patient so far for this expected funding relief but the time for a commitment from the senior orders of government is running out.

Without these federal-provincial emergency funds now, municipal governments may have to significantly increase property taxes and/or make harmful cuts to frontline municipal services. Such cuts or property tax increases will unfairly hurt the very same people that the federal and provincial governments have spent billions helping during the pandemic.

Municipal services are key to safely re-opening the economy. Investing in municipalities now is necessary so they can continue to provide services needed to

help restart their local economies.

## **New provincial growth, renewal and economic recovery plan**

The province has [announced](#) the development of a made-in-Ontario plan for growth, renewal and economic recovery. This plan includes measures to make it easier and faster to build provincial highways, major transit infrastructure projects and quality, affordable housing, while making sure that there are meaningful public consultation opportunities.

As part of this plan, the government would also enter into new commercial agreements with partners to build transit-oriented communities. This would allow for the development of more housing around transit in an integrated manner with more job opportunities. We look forward to learning more details shortly.

AMO's [COVID-19 Resources](#) page is being updated continually so you can find critical information in one place. Please send any of your municipally related pandemic questions to [covid19@amo.on.ca](mailto:covid19@amo.on.ca).

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**From:** [AMO Communications](#)  
**To:** [Logan Belanger](#)  
**Subject:** AMO Policy Update – Provincial Legislation re: Emergency Orders  
**Date:** Tuesday, July 7, 2020 3:21:40 PM

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## AMO Policy Update



July 7, 2020

# AMO Policy Update – Provincial Legislation re: Emergency Orders

## Provincial Legislation re: Emergency Orders

Legislation was introduced today that, if passed, will provide for flexibility to make sure that needed emergency orders are in place even after the provincial declaration of emergency has ended and while the economy is reopening.

The *Reopening Ontario (A Flexible Response to COVID-19) Act, 2020* will allow any orders in effect under the *Emergency Management and Civil Protection Act (EMCPA)* to continue for an initial 30 days after the provincial emergency has ended, and the Province can further extend such orders for up to 30 days at a time. Under this draft legislation, new emergency orders will not be allowed to be created, however, it will provide for emergency orders to be rescinded when it is safe to do so.

This draft legislation would enable the Province to amend some continued orders that relate to:

- labour redeployment
- workplace and management rules
- regulation and/or closure of businesses and spaces (e.g. to continue to facilitate gradual reopening)
- compliance with public health advice; and
- setting rules for gatherings and organized public events.

This is supported by our continuing provincial-municipal partnership for a prudent approach on what orders may be needed for public and community safety as we have an ongoing COVID-19 pandemic for the foreseeable future. AMO will review the legislation once publicly available and will provide updates to members when required.

It should be noted that the end of the provincial emergency declaration, or the passage of this proposed Act, does not prevent a Head of Council of a municipality

from declaring that an emergency exists in any part of the municipality or from continuing a municipal emergency declaration under the EMCPA. Likewise, the termination of the provincial emergency declaration, or the passage of this proposed Act, does not impede the exercise of the powers under the *Health Protection and Promotion Act* by Ontario's Chief Medical Officer of Health or local Medical Officers of Health.

AMO's [COVID-19 Resources](#) page is being updated continually so you can find critical information in one place. Please send any of your municipally related pandemic questions to [covid19@amo.on.ca](mailto:covid19@amo.on.ca).

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**From:** [AMO Communications](#)  
**To:** [Logan Belanger](#)  
**Subject:** AMO Policy Update: Federal Economic Statement and Initial Analysis of Ontario Omnibus COVID-19 Recovery Legislation  
**Date:** Wednesday, July 8, 2020 5:38:28 PM

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## AMO Policy Update



July 8, 2020

# AMO Policy Update: Federal Economic Statement and Initial Analysis of Ontario Omnibus COVID-19 Recovery Legislation

## Federal Economic and Fiscal Update

Federal Finance Minister Bill Morneau presented an [Economic and Fiscal Snapshot](#) in the House of Commons today. The Minister noted that today's economic statement was predicated on the backdrop of a public health and economic crisis as it projected a sizeable deficit of \$343 billion dollars with a debt-to-GDP ratio of 49.1%.

The Minister noted the scale of the deficit is the result necessary measures that provided an appropriate response for dealing with the unexpected public health and economic impacts arising from the COVID-19 pandemic. The fiscal snapshot indicated several fiscal highlights including:

- Federal spending reduced the size of economic contraction by nearly 5 per cent and reduced unemployment figures by 2 per cent.
- A budget deficit of \$343.2 billion is projected for 2020-21 with a debt-to-GDP ratio of 49.1%.
- Direct support to Canadian businesses and individuals amounts to \$229 billion with the total value of the federal emergency response to date is 14 per cent of GDP.
  - o The Canadian Emergency Response Benefit (CERB) is set to cost \$73.1 billion this year.
  - o The Federal Wage Subsidy program is expected to cost \$82 billion this year.

## Funding for Municipalities

AMO is disappointed that federal funding relief for municipalities was not contained in today's federal snapshot but remain hopeful that conversations continue on ensuring the provision of this necessary relief to municipalities. In his daily briefing, Premier Ford noted that Ontario had financial resources ready for municipal support but that he was working towards a deal with the federal government for flexible funding that

reflects Ontario's proportion of the national population.

## **Ontario Introduces *COVID-19 Economic Recovery Act***

The Ontario Government introduced a broad omnibus legislation, [Bill 197, \*The COVID-19 Economic Recovery Act\*](#), which the government says is aimed at giving municipalities and their communities the tools they need to spur recovery efforts. In introducing the legislation, the Minister of Municipal Affairs and Housing noted that the province had been working with municipal governments since the early days of the pandemic and acknowledged that municipalities would lead the recovery in their communities. The objective of the legislation is to get infrastructure and development projects up and running faster to create jobs and economic activity. The legislation is comprehensive and complex, totaling over 180 pages with 20 schedules amending other Acts. AMO will be evaluating the legislation and its elements more thoroughly and will communicate to members significant concerns or implications assessed.

In the meantime, this current update includes a description of major relevant sections and initial analysis from AMO. Municipal officials should begin a local review of the Bill to assess its impact on your municipal governments which can be identified during the legislative and regulatory processes.

### **Municipal Function: Governance**

#### **Electronic Participation in Meetings and Proxy Voting**

This Bill proposes to continue provisions for municipal councils and local boards to meet electronically, as has been enabled temporarily through the pandemic. As well, the government is proposing that elected officials be allowed to vote by proxy in cases determined locally, such as when they are ill or must self-isolate.

AMO Comments:

Both changes are positive and reinforce that municipal governments are a mature level of government. AMO has requested that if the legislation passes, the government prepare guidance materials to assist their implementation in practice.

### **Municipal Function: Finance**

#### **Development Charges and Community Benefit Charges**

After extensive consultation, the government is introducing an "all in one regime" for Development Charges (DC) and Community Benefit Charges (CBC). The *Development Charges Act* is being amended to further expand the list of eligible services funded through development charges and allows for a blended use with CBCs.

The full list of services eligible for development charge recovery now include:

- Libraries,
- Long-Term Care,

- Park Development,
- Public Housing,
- Recreation,
- Childcare,
- Housing Services (e.g. affordable housing & shelters),
- By-Law Enforcement and Court Services,
- Emergency Preparedness, and
- Airports (specific to only Waterloo Region).

The above services will see the elimination of the 10% discounting. Background study costs remain recoverable.

### **Parkland Dedication**

Existing parkland provisions (including basic parkland dedication and alternative parkland rates) will be maintained. These provisions can now be used in conjunction with community benefit charges in respect to the same development. The legislation introduces a new public consultation requirement and the alternative rate is now subject to Local Planning Appeal Tribunal (LPAT) appeal.

### **Community Benefit Charges**

The Community Benefit Charge can be used by single and lower tier municipalities as most upper-tier services are included under the development charge calculation. The CBC can only be applied for higher density residential developments for buildings of 10 units and five storeys or greater.

As a result of the consultations, the CBC is now a flexible tool that can fund any municipal service provided it is not being recovered through another mechanism (e.g. development charges). The CBC is subject to appeal to the LPAT. The CBC percentage of land value cap will be set by regulation at a future date.

### **Transition Period**

Following sector advice, municipalities can continue under the current regime until 2 years after proclamation date.

### **AMO Comments:**

AMO is pleased to see the addition of eligible services for development charge recovery being restored. Maintaining existing parkland provisions and the flexibility of CBCs as a tool to recover additional costs is welcomed along with moving toward a two-year transition period. The draft legislation does reflect significant municipal consultation feedback.

Under this new regime, AMO will continue to watch carefully that growth continues to pay for growth. This will include reviewing the potential for increased LPAT appeals, determination of land value caps for CBCs (to be set out in regulation), assessing the use land values and how that corresponds to the cost of municipal services.

The Ministry of Municipal Affairs and Housing will be hosting technical information sessions on the CBC framework soon and invitations to municipal officials should be out shortly.

### **Municipal Function: Infrastructure Development + Environmental Assessment (EA)**

The Bill creates comprehensive changes to streamline and accelerate Environmental Assessments (EAs) to improve project timelines and build infrastructure in communities faster. Major provisions include a new process for projects going forward including class EAs; limiting requests for “bump up” decisions to the Minister to those affecting aboriginal treaty rights; requiring Minister’s orders to be made within 30 days of the comment period; and establishing a 10-year limitation for project commencement after EA completion. These changes are in addition to previous amendments to exempt low risk projects made last year. The legislation also eliminates hearings of necessity under the *Public Transportation and Highway Improvement Act* for expropriations allowing the Minister to establish an alternative process to receive comments from property owners.

AMO Comments:

AMO supports a faster and less costly EA process in Ontario, especially when projects have already been through multiple studies and consultations through municipal planning processes. AMO and other others have long raised concerns that the EA process took too long to complete and added significant costs to projects in addition to time. In some cases, AMO understands, the cost of completing EAs has been in excess of building the infrastructure studied. AMO will work with the Municipal Engineers Association (MEA) and other municipal groups to ensure the new legislation is appropriate to municipal government requirements.

### **Environmental Assessment and Landfill Siting: Municipal Say on Landfill Approvals**

While the Minister will still have final approval authority on all landfill environmental assessments (EAs), the Bill proposes that proponents of landfills must seek approval of the host municipality in which the landfill is located, as well as certain neighbouring adjacent municipalities within 3.5km that meet certain criteria as part of the approvals process.

AMO Comments:

There will be implications for municipal governments, both those who are preparing landfill proposals/expansions, as well as those in the host and in certain circumstances, adjacent municipalities. AMO will keep members informed of the consultation for those who want to comment on this section.

### **Municipal Function: Transit Development**

The Bill also includes a schedule to deliver on the Premier’s earlier commitment to develop transit-oriented communities and make it easier for developers to contribute

to the development of this infrastructure to support land development in these areas. The legislation is limited to priority transit projects in the Toronto and York systems. The legislation proposes to allow regulations to designate transit-oriented communities, allowing the creation of corporations to invest in the development and processes for expropriating land.

AMO Comments:

As written, the legislation applies only to priority projects in Toronto and York as identified in the legislation. AMO understands that other municipal governments may be interested in a similar approach to transit development and encourages interested communities to assess the provisions.

### **Municipal Function: Land Use Planning**

Ministers Zoning Order (MZO):

The Bill amends the Ministers Zoning Order provisions. The amendments to the *Planning Act* have been proposed to reflect the Provincial Government's desire to use this tool to fast track development where there is complexity and provincial interests. The MZO will not be used in the Greenbelt.

An example of how MZO's could be used would be requiring affordable housing, especially inclusionary zoning. The Bill also includes a new power to allow for ministerial approval of site plans.

AMO Comments:

While AMO supports the need for this tool in circumstances that are complex and accelerating the process is desirable, prior notice and support from the municipal government is essential. AMO will pursue greater clarification about the intent of this clause about notice.

### **Provincial Facilitator**

The Bill also amends the provisions concerning a provincial facilitator, making the position permanent. The Provincial Facilitator is an advisory role related to growth, land use planning and provincial interest that has been in place in various capacities for decades. The Facilitator provides advice to the Minister and when assigned, will work through development proposals that have come to an impasse, prior to appeals to the LPAT.

AMO Comments:

Where the municipal council is supportive of the development, the Facilitator is a welcomed source of assistance. AMO will seek more information regarding the use of this office to advance developments in conflict with the Official Plan.

### **Municipal Function: Other Amendments**

## **Municipal Courts Administration: *Provincial Offences Act (POA)***

Amendments to the POA will allow court filings and proceedings to proceed by electronic means, including meetings and hearings. The amendments will make it easier to contest charges and schedule appearances, increasing efficiency of administration.

AMO Comments:

AMO supports changes to the POA that increase access to justice and efficiency of proceedings and administration. Electronic filing and meetings are welcome modernizations in the justice system.

## ***Building Code Act***

Schedule 1 amends the *Building Code Act* and will permit regulations under the Act to be drafted by the Minister of Municipal Affairs and Housing instead of the Lieutenant Governor General in Council. The proposed changes will enable the Province to pursue necessary recovery-related regulatory changes to the Building Code in a timely fashion. As well, the amendments clarify the scope of certain regulation-making authorities, including the authority to make regulations by adopting certain documents by reference.

AMO Comments:

The amendments to the *Building Code Act* will streamline the ability to draft regulations that is necessary to facilitate municipal recovery. AMO continues to highlight the need to consult and engage with municipal governments and key stakeholders on any proposed changes in the future. Small, rural and northern municipal governments have limited capacity and resources and should be taken into consideration when moving forward.

## ***Drainage Act***

Schedule 4 amends the *Drainage Act*. The Ministry of Agriculture, Food and Rural Affairs (OMAFRA) recently posted a consultation paper on altering the *Drainage Act* to address three areas:

- Streamlining Approvals creates a new process for minor improvements.
- Simplifying Administrative Processes: simplify process to update the engineer's report and to account for changes to drain design during construction.
- Supporting Technical Proposals: incorporation of protocols by reference in a regulation.

AMO Comments:

AMO supports simplifying processes and making routine low risk activities easier to undertake. AMO also supports opportunities to introduce green infrastructure that will improve infiltration to reduce the potential for flooding. The proposed change would allow for more accurate information on final drain construction and have much shorter

approval timelines. AMO will monitor the regulatory details when they are brought forward.

## **Marriage Licences**

AMO and other municipal organizations have long called for updating the paper-based marriage license process to keep up with public expectation and improve administrative efficiencies. The pandemic emergency response has emphasized this and brought forward the need to address expiring licenses without financial penalties for members of the public that could not marry during the pandemic.

AMO Comments:

The rules for marriage licenses are the responsibility of the province but administered by municipal governments. These changes are welcome and will help to address an unexpected anxiety for couples planning to marry at an already often stressful time.

## ***Payday Loans Act***

Schedule 16 amends the *Payday Loans Act* and sets a new maximum interest rate of 2.5 percent that will be applied on any outstanding principal under a loan agreement that meets a set criteria. The provision can be changed by regulation. The amendments will also impose a limitation on the fee that can be charged for a dishonoured cheque, pre-authorized debit or other instrument of payment.

AMO Comments:

Although these proposed amendments do not have any municipal impacts, it should be noted that these changes will be helpful for the most vulnerable community members who often need to use these facilities.

## **Next Steps**

Bill 197 is broad, omnibus legislation with many implications for municipal governments. AMO will be reviewing in greater detail each of the sections of this draft legislation and will report significant concerns or impacts to members.

Members and municipal staff are encouraged to review the Bill for local municipal or community effects to flag during the legislative and regulation-making processes. It is expected that this draft legislation will move quickly in this summer session.

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**Ministry of Municipal Affairs  
and Housing**

Office of the Minister

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Tel.: 416 585-7000

**Ministère des Affaires municipales  
et du Logement**

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777, rue Bay, 17e étage  
Toronto ON M7A 2J3  
Tél.: 416 585-7000



234-2020-2680

July 8, 2020

Dear Head of Council:

The COVID-19 outbreak has touched everyone in the province, creating personal and financial hardship, and resulting in losses far greater than anyone could have imagined. We are making steady progress in the safe reopening of the province, and we acknowledge and celebrate those who went above and beyond through this crisis.

I am writing to inform you that on July 8, 2020, our government introduced the COVID-19 Economic Recovery Act, 2020, to help get Ontario back on track. Our proposed bill will address three critical needs Ontario faces: restarting jobs and development; strengthening communities; and creating opportunity for people.

Our government recognizes the key role that municipalities play in restarting the economy, and that their efficient functioning and economic sustainability is critical to Ontario's future success. We are also continuing to negotiate with our federal partners to ensure communities across Ontario receive the urgent financial support they need. We know that municipalities require fair and flexible investment to protect front line services and help restart the economy.

This bill includes proposals that will enable municipal councils and local boards to meet electronically on a permanent basis and allow municipal councils to decide if they wish to have proxy voting for their members. Our government also proposes to finalize the community benefits charges framework; enhance the Minister of Municipal Affairs and Housing's existing zoning order authority to provide more certainty when fast tracking the development of transit oriented communities; make it faster to update and harmonize the Building Code so that we can break down interprovincial trade barriers, and permanently establish the office of the Provincial Land and Development Facilitator to help solve complex land use issues. We are also working on optimizing provincial lands and other key provincial strategic development projects that will help facilitate economic recovery efforts.

My ministry will be hosting a technical information briefing on the proposed community benefits charges framework, including proposed changes to development charges and parkland dedication, so that municipal staff can gain a better understanding of the proposal. The technical briefing will take place in the near future and invitations from the Assistant Deputy Minister of Local Government and Planning Policy Division to municipal Chief Administrative Officers, Treasurers and Chief Planners will be forthcoming.

.../2

In addition to initiatives that I have outlined above from my ministry, there are several other proposals included in our proposed legislation that will support your communities. Changes proposed will modernize our outdated environmental assessment framework, provide more local say on future landfill sites, and ensure strong environmental oversight, while supporting faster build-out of vital transport and transit infrastructure projects to support our economy. Municipally-run courts will be able to use technology to deliver services remotely and we are also moving to fill justice of the peace vacancies faster and more transparently.

We will be extending the validity period of unused marriage licences and protecting the province's most vulnerable consumers who rely on payday loans, by proposing limits on related interest rates and fees.

Also proposed is the reduction of regulatory burdens on farming while preserving the environmental rules that will support this vital part of our economy. Businesses will be able to count on clear, focused and effective rules that do not compromise people's health, safety or the environment through our changes that continue to focus on cutting red tape. At the same time, our changes will allow health and safety standards to be updated more quickly to ensure worker safety in a changing economy.

As the province continues to reopen and the economy recovers, it's more critical than ever to position Ontario as a top-tier destination for investment, domestic growth, and job creation. A key measure to support this objective is the creation of a new investment attraction agency, Invest Ontario, that will promote the province as a key investment destination and work closely with regional partners to coordinate business development activities.

Our proposed changes will also help our communities respond in part to the challenges that this outbreak has brought to our education system. Changes proposed would allow school boards to select the best candidates for director of education for their respective communities. We will also reduce red tape that is preventing access to school for some First Nation students and by limiting unproductive suspensions for our very youngest students. Students with severe learning disabilities will have an opportunity to complete their studies in the upcoming school year and by broadening the mandates of TVO and TFO, our broadcasters will be able to support students' learning needs better during these challenging times.

Through this proposed legislation, we will take the first step towards a strong restart and recovery. More information on our proposals can be found on the Legislative Assembly of Ontario's [website](#).

Our greatest challenges lie ahead of us, and we know we cannot overcome them alone. It's time for everyone to play a role in rebuilding Ontario together. We will ensure no community or region is left behind. Every community must recover if all of Ontario is to grow and prosper again.

Head of Council  
Page 3

Municipalities are encouraged to continue to review our Government's Emergency Information webpage at: [Ontario.ca/alert](https://ontario.ca/alert). I thank you for your continued support and collaboration in these challenging times.

Sincerely,

A handwritten signature in blue ink that reads "Steve Clark". The signature is written in a cursive, flowing style.

Steve Clark  
Minister of Municipal Affairs and Housing

c: Chief Administrative Officers  
Municipal Clerks  
Kate Manson-Smith, Deputy Minister of Municipal Affairs and Housing  
Brian Rosborough, Executive Director, Association of Municipalities of Ontario



## TEMISKAMING SHORES POLICE SERVICES BOARD

JANUARY 13, 2020 AT 1:00 P.M.

CITY HALL COUNCIL CHAMBERS – 325 FARR DRIVE

---

### MINUTES

#### 1. CALL TO ORDER

The meeting was called to order by Board Chair Doug Jelly at 1:00 p.m.

#### 2. ROLL CALL

PRESENT: Board Chair Doug Jelly  
Board Members Monique Chartrand, Ruth Shepherdson, Tyler Twarowski and Danny Whalen

ALSO

PRESENT: Inspector Joel Breault, O.P.P. – Detachment Commander  
Christopher W. Oslund, Board Secretary

REGRETS: None

MEMBERS OF THE PUBLIC PRESENT: None

#### 3. ELECTION OF CHAIR

Resolution No. 2020-01

Moved by: Monique Chartrand

Seconded by: Tyler Twarowski

Whereas Section 28 (1) and (2) of the Police Services Act and the Board's Procedural Policy (By-law No. 2015-002) states that Members of the Board shall, at the first meeting held in January of each year, select from amongst its Members a Chair for one-year.

Now therefore be it resolved that Doug Jelly be appointed Chair of the Temiskaming Shores Police Services Board for the year 2020.

CARRIED

4. **ADDENDUM / ANNOUNCEMENTS**

None

5. **APPROVAL OF AGENDA**

Resolution No. 2020-02

Moved by: Tyler Twarowski  
Seconded by: Monique Chartrand

Be it resolved that the Temiskaming Shores Police Services Board approves the agenda as printed.

CARRIED

6. **DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

None

7. **PRESENTATIONS/DELEGATIONS**

None

8. **APPROVAL OF MINUTES**

Resolution No. 2020-03

Moved by: Danny Whalen  
Seconded by: Ruth Shepherdson

Be it resolved that the Minutes of the Temiskaming Shores Police Services Board meeting held on November 18, 2019 be approved as printed.

CARRIED

9. **COMMUNICATIONS**

- a) Oscar Mosquera, Manager Program Development Section – Ministry of the Solicitor General

Re: Provincial Priorities Funding Stream under the Community Safety and Policing (CSP) Grant Program – Application not approved

Reference: Received for information.

Resolution No. 2020-04

Moved by: Danny Whalen  
Seconded by: Monique Chartrand

Be it resolved that the Police Services Board agrees to deal with Communication item 9 a) according to the agenda reference.

CARRIED

## 10. OPP BUSINESS

### a) **OPP Temiskaming Detachment Report – November/December, 2019**

Resolution No. 2020-05

Moved by: Tyler Twarowski

Seconded by: Monique Chartrand

Be it resolved that the Temiskaming Shores Police Services Board acknowledges receipt of the November/December 2019 OPP Temiskaming Detachment Report.

CARRIED

## 11. NEW BUSINESS

### a) **OAPSB Board of Directors Update – Doug Jelly**

Board Chair Doug Jelly provided a verbal update on the following OAPSB matters:

- OAPSB has concerns regarding the Zones managing their own funds. This matter will be discussed further at the next OAPSB Board of Directors meeting scheduled for January 29, 2020.
- Work is continuing on the Regulations associated with the new Police Services Act. There were over 300 changes in the Act which will take some time to address.
- Perpetual Licencing for municipal police vehicles is being discussed.
- The OPP Summit is scheduled for January 30, 2020 in Toronto. The Board Chair will be attending.

### b) **Community Safety and Well-being Plan – Update**

No update. The Board Secretary will contact the Town of Kirkland Lake to determine next steps.

### c) **2020 OPP Billing Estimates**

The Board Secretary provided an overview of the impacts relating to the 2020 OPP Billing Estimates.

d) **2020 Police Services Board Budget**

Resolution No. 2020-06

Moved by: Tyler Twarowski  
Seconded by: Monique Chartrand

Be it resolved that the Temiskaming Shores Police Services Board hereby approves the 2020 Police Services Budget estimates in the amount of \$2,293,085 and directs the Board Secretary to provide the estimates to Council for their consideration and approval.

CARRIED

e) **Police Services Board Meeting Schedule**

Resolution No. 2020-07

Moved by: Monique Chartrand  
Seconded by: Tyler Twarowski

Be it resolved that the Temiskaming Shores Police Services Board hereby approves a quarterly meeting schedule.

CARRIED

f) **Proactive Policing**

Discussion was held on how we could encourage more proactive policing opportunities including educational opportunities with youth and seniors.

g) **Methadone Clinics**

The City has received concerns from business owners in Haileybury regarding the location of the methadone clinic. The business owners believe some of the clients who use the clinic are contributing to increased vandalism in the area. Inspector Breault suggested that anyone who has concerns to report them to the OPP. There is also an online reporting portal that can be utilized.

**12. BY-LAWS**

Resolution No. 2020-08

Moved by: Monique Chartrand  
Seconded by: Tyler Twarowski

Be it resolved that:

By-law 2020-001 Being a by-law to enter into a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Solicitor General (Community Safety & Policing Grant)

be hereby given first and second reading.

CARRIED

Resolution No. 2020-09

Moved by: Danny Whalen

Seconded by: Monique Chartrand

Be it resolved that By-law 2020-001 be hereby given third and final reading, be signed by the Board Chair and Secretary and the Corporate Seal affix thereto.

CARRIED

**13. CLOSED SESSION**

None

**14. SCHEDULE OF MEETINGS**

a) Regular Police Services Board meeting – April 20, 2020 at 1:00 p.m. – Council Chambers, City Hall – 325 Farr Drive

**15. ADJOURNMENT**

Resolution No. 2020-10

Moved by: Tyler Twarowski

Seconded by: Ruth Shepherdson

Be it resolved that the Regular Meeting of the Temiskaming Shores Police Services Board be hereby adjourned at 2:23 p.m.

CARRIED

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CHAIR

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SECRETARY



## TEMISKAMING SHORES POLICE SERVICES BOARD

JUNE 22, 2020 AT 1:00 P.M.

CITY HALL COUNCIL CHAMBERS – 325 FARR DRIVE

---

### MINUTES

#### 1. CALL TO ORDER

The meeting was called to order by Board Chair Doug Jelly at 1:00 p.m.

#### 2. ROLL CALL

PRESENT: Board Chair Doug Jelly  
Board Members Monique Chartrand, Tyler Twarowski and Danny Whalen

ALSO

PRESENT: Inspector Joel Breault, O.P.P. – Detachment Commander  
Christopher W. Oslund, Board Secretary  
Kelly Conlin, Executive Assistant

REGRETS: None

MEMBERS OF THE PUBLIC PRESENT: 30 (electronically)

#### 3. ADDENDUM / ANNOUNCEMENTS

Under New Business – Item 10 d) was amended to “General Traffic Concerns”.  
The posted Agenda listed the item as “Nipissing Street Traffic Concerns”.

#### 4. APPROVAL OF AGENDA

Resolution No. 2020-11

Moved by: Monique Chartrand

Seconded by: Tyler Twarowski

Be it resolved that the Temiskaming Shores Police Services Board approves the agenda as amended.

CARRIED

**5. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

None

**6. PRESENTATIONS/DELEGATIONS**

None

**7. APPROVAL OF MINUTES**

Resolution No. 2020-12

Moved by: Danny Whalen

Seconded by: Tyler Twarowski

Be it resolved that the Minutes of the Temiskaming Shores Police Services Board meeting held on January 13, 2020 be approved as printed.

CARRIED

**8. COMMUNICATIONS**

a) Thomas Carrique, Commissioner – Ontario Provincial Police

Re: Recent Protest Activity

Reference: Received for information.

b) Phil Whitton, Superintendent/Bureau Commander – Municipal Policing Bureau – Ontario Provincial Police

Re: Change in Security Check and Revenue Distribution Processes

Reference: Received for information.

c) Order in Council 911/2020

Re: Re-appointment of Tyler Twarowski to the Temiskaming Shores

Police Services Board

Reference: Received for information.

Resolution No. 2020-13

Moved by: Monique Chartrand

Seconded by: Danny Whalen

Be it resolved that the Police Services Board agrees to deal with Communication items 8 a) to 8 c) according to the agenda references.

CARRIED

**9. OPP BUSINESS**

**a) OPP Temiskaming Detachment Report – January to March, 2020**

Resolution No. 2020-14

Moved by: Tyler Twarowski

Seconded by: Monique Chartrand

Be it resolved that the Temiskaming Shores Police Services Board acknowledges receipt of the January to March, 2020 OPP Temiskaming Detachment Report.

CARRIED

**10. NEW BUSINESS**

**a) OAPSB Board of Directors Update – Doug Jelly**

Board Chair Doug Jelly provided a verbal update on the following OAPSB matters:

- The OAPSB has been holding their Board meetings virtually. The next meeting is scheduled for Thursday, June 25, 2020
- The Board Chair attended the OPP Summit in Toronto on January 30, 2020
- The OAPSB has formed a Committee to look at specific challenges in the North, specifically Detachment Boards.

**b) Community Safety and Well-Being Plan – Update**

The Board received correspondence from the Solicitor General dated April 24, 2020 advising municipalities that the deadline for the completion and adoption of a Community Safety and Well-Being Plan (CSWB Plan)

would be extended past the original deadline of January 1, 2021.

The City has requested District of Timiskaming Social Services Administration Board (DTSSAB) assume the administration and development of a District-wide CSWB Plan.

The DTSSAB Board has not made a decision yet, however, in an email dated June 21, 2020 from Kelly Black, CAO of DTSSAB a virtual meeting with representatives from the 23 municipalities in the District will be organized shortly. The next DTSSAB meeting is scheduled for August 19, 2020.

c) **2020-2022 RIDE Grant Application**

The Board Secretary advised the Board that the 2020/2021 and 2021/2022 RIDE Grant application was submitted to the Ministry on June 16, 2020. We have requested \$19,507.68 for year one and \$19,926.96 for year two.

d) **General Traffic Concerns**

Board members raised the following traffic concerns:

- A considerable amount of time and financial resources are expended to maintain our gravel roads in the City. There are some individuals who view a freshly graded road as an opportunity to tear it up with excessive speed, “donuts/spin-outs”, etc. One road of particular concern is Nipissing Street.
- There continues to be issues with people running “Stop” signs and red lights putting pedestrians and other vehicles at risk.
- Noisy mufflers/no mufflers, racing and speeding are ongoing issues.
- Use of ATVs on prohibited streets and the use of Off-Road Vehicles on any street (currently prohibited under the ATV By-law) continues to be an issue.

Inspector Breault outlined the safety concerns for officers and the public relating to “vehicle chases” and the problems in trying to enforce some of the issues raised by the Board. Inspector Breault will take the concerns back to his officers and will be looking at focused patrols and on-going public education.

e) **Off Road Vehicles – ATV By-law Review**

The City has received a number of complaints recently regarding off road vehicles on municipal streets.

The City first adopted an ATV By-law in 2005 and amendments were made in 2009. The By-law has not been reviewed in over 10 years.

The Board recommended that the City conduct a review of the ATV By-law and provide additional public education – specifically on the difference between an ATV and an Off-Road Vehicle.

Inspector Breault indicated that the Community Safety Officer would be available to help with Press Releases and public education.

f) **Provincial Appointee Vacancy**

Ruth Shepherdson recently completed her term as a Provincial Appointee to the Temiskaming Shores Police Services Board. Ruth was first appointed December 5, 2012 and her term ended on May 9, 2020.

The vacancy is currently posted on the Public Appointments Secretariat webpage at <https://www.ontario.ca/page/public-appointments>

g) **Appointment of Board Secretary**

Resolution No. 2020-15

Moved by: Monique Chartrand

Seconded by: Tyler Twarowski

Be it resolved that the Temiskaming Shores Police Services Board hereby appoints Kelly Conlin as Secretary of the Temiskaming Shores Police Services Board effective June 23, 2020.

CARRIED

The Board Chair thanked Chris Oslund for his year's of service as the Board Secretary (November 12, 2007 to June 22, 2020).

h) **AMO Discussion Paper – OPP Detachment Boards**

On May 1, 2020 the Association of Municipalities of Ontario (AMO) released a Discussion Paper entitled “*New Ontario Provincial Police Detachment Boards: Building a Framework for Better Policing Governance*”.

AMO's discussion paper suggests that District Social Service Administration Boards in Northern Ontario could function as a Police Services Board for Detachments in their catchment area.

The Board Chair outlined a number of concerns regarding this proposal including the loss of local autonomy, how multiple detachments would be handled, cost apportionment and alignment of mandates between social services and policing.

The Federation of Northern Ontario Municipalities (FONOM) responded to AMO's discussion paper on May 14, 2020 and their position was recently supported by the City of Temiskaming Shores at the June 16, 2020 Regular Council meeting. The Board Chair suggested the Board also support FONOM's position with the following resolution:

Resolution No. 2020-16

Moved by: Monique Chartrand

Seconded by: Danny Whalen

Whereas the FONOM Board reviewed and discussed AMO's Policy Paper on the "OPP Detachment Boards, Building a Framework for Better Policing Governance"; and

Whereas the FONOM Board identified several issues with the DSSAB Boards replacing the current Detachments Boards, noting that Community Policing is distinctive to each Municipality, and the current DSSAB's would not be the best solution for overseeing the Northern OPP Detachments; and

Whereas the FONOM board outlined several issues including the discrepancy between the number of DSSAB Boards to the number of Detachments; the representation on some boards, with members of the municipalities with no OPP contracts; the concern that this will start a conversation about the creation of Upper Tier or Regional Governments in the North.

Now therefore be it resolved that the Temiskaming Shores Police Services Board hereby supports the Federation of Northeastern Ontario Municipalities' position that the current DSSABs would not be the best solution for overseeing the Northern OPP detachments; and

Further that a copy of this resolution be sent to the Honourable Sylvia Jones, Solicitor General; John Vanthof, MPP Timiskaming-Cochrane; the Ontario Association of Police Services Board (OAPSB); the District of Timiskaming Social Services Administration Board (DTSSAB); the

Federation of Northern Ontario Municipalities (FONOM); and the Association of Municipalities of Ontario (AMO).

CARRIED

Further discussion was held on Board structure specifically for the Temiskaming Detachment. The Board Chair and Board Secretary attended a Roundtable hosted by the Ministry of the Solicitor General in Sudbury on February 24, 2020.

The Board Chair outlined his concerns with the possibility of one large Police Services Board covering all the municipalities (19 in total) in the Temiskaming Detachment. He also stated when the municipal police services was disbanded in 2007 there was agreement that the City would be able to retain a Police Services Board.

The Ministry of the Solicitor General is still receiving feedback regarding Board structure. The following resolution was presented for the Board's consideration:

Resolution No. 2020-17

Moved by: Tyler Twarowski

Seconded by: Monique Chartrand

Whereas the Temiskaming Detachment of the Ontario Provincial Police covers 19 municipalities in its coverage area representing 20,047 residents; and

Whereas the Ministry of the Solicitor General initiated consultations on OPP Detachments Boards in January/February, 2020; and

Whereas the Temiskaming Shores Police Services Board was formed in 2004 with a hybrid municipal and OPP police service; and

Whereas the municipal police service was disbanded in September, 2007 in favour of an OPP contract for the entire municipality with the condition that a Police Services Board be maintained; and

Whereas the Temiskaming Shores Police Services Board represents one-half of the population covered by the Temiskaming Detachment of the Ontario Provincial Police; and

Whereas the Temiskaming Shores Police Services Board desires to maintain a Police Services Board in order to ensure effective and accountable police governance.

Now therefore be it resolved that the Temiskaming Shores Police Services

Board hereby petitions the Minister of the Solicitor General to maintain the Temiskaming Shores Police Services Board as a separate entity from any proposed Detachment Board; and

Further that other alternatives be explored by the Ministry of the Solicitor General for the establishment of one or two additional Police Services Boards for the remaining 18 municipalities within the Temiskaming Detachment catchment area.

CARRIED

**11. BY-LAWS**

None

**12. CLOSED SESSION**

None

**13. SCHEDULE OF MEETINGS**

- a) Regular Police Services Board meeting – Monday, October 19, 2020 at 1:00 p.m. – Council Chambers, City Hall – 325 Farr Drive
- b) Regular Police Services Board meeting – Monday, January 18, 2021 at 1:00 p.m. – Council Chambers, City Hall – 325 Farr Drive
- c) Regular Police Services Board meeting – Monday, April 19, 2021 at 1:00 p.m. – Council Chambers, City Hall – 325 Farr Drive
- d) Regular Police Services Board meeting – Monday, July 19, 2021 at 1:00 p.m. – Council Chambers, City Hall – 325 Farr Drive
- e) Regular Police Services Board meeting – Monday, October 18, 2021 at 1:00 p.m. – Council Chambers, City Hall – 325 Farr Drive

**14. ADJOURNMENT**

*Resolution No. 2020-18*

Moved by: Tyler Twarowski

Seconded by: Monique

Be it resolved that the Regular Meeting of the Temiskaming Shores Police Services Board be hereby adjourned at 2:38 p.m.

CARRIED

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
SECRETARY

DRAFT

**1.0 CALL TO ORDER**

The meeting was called to order at 9:06 a.m.

**2.0 ROLL CALL**

Councillor Mike McArthur

Chris Oslund, Temiskaming Shores

Councillor Patricia Hewitt

Mitch Lafreniere, Manager of Physical Assets

Mayor George Othmer, Cobalt

Kelly Conlin, Executive Assistant

Councillor Pat Anderson, Cobalt

**3.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

None

**4.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA**

None

**5.0 APPROVAL OF AGENDA**

Recommendation TC-2020-013

Moved by: Councillor Patricia Anderson

Be it resolved that:

The Temiskaming Transit Committee agenda for the May 22, 2020 meeting be approved as printed.

**Carried**

**6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES**

Recommendation TC-2020-014

Moved by: Councillor Patricia Anderson

Be it resolved that:

The Temiskaming Transit Committee minutes for the April 29, 2020 meeting be adopted as printed.

**Carried**

**7.0 CORRESPONDENCE**

**8.0 UNFINISHED BUSINESS**

**9.0 NEW BUSINESS**

- 9.1 Recommended Measures on Public Transit Safety (Face Masks) as per Ontario's Chief Medical Officer of Health

**Discussion:**

The Committee discussed a recent press release from Ontario's Chief Medical Officer of Health that provided specific information regarding the use of public transit and face coverings. The Committee was in support of recommending face coverings and will ensure that this recommendation is posted on the City's website and social media platforms. Mitch will also ensure that this information is posted on our transit buses.

Recommendation TC-2020-015

Moved by: Councillor Patricia Anderson

Be it resolved that:

The Temiskaming Transit Committee hereby recommends that face coverings (masks) be worn by transit passengers when physical distancing is not possible.

**Carried**

**10.0 NEXT MEETING**

The next meeting of the Transit Committee will be scheduled as required.

**11.0 ADJOURNMENT**

Recommendation TC-2020-016

Moved by: Councillor Patricia Hewitt

Be it resolved that:

The Transit Committee meeting is adjourned at 9:35 a.m.

**Carried**

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**COMMITTEE CHAIR**

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**COMMITTEE SECRETARY**

**1. CALL TO ORDER**

The meeting was called to order at 8:59 a.m.

**2. ROLL CALL**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Mayor Carman Kidd                                   | <input checked="" type="checkbox"/> Mitch Lafreniere, Manager of Physical Assets  |
| <input checked="" type="checkbox"/> Councillor Doug Jelly                               | <input checked="" type="checkbox"/> Darrell Phaneuf, Environmental Superintendent |
| <input checked="" type="checkbox"/> Councillor Danny Whalen                             | <input checked="" type="checkbox"/> Jamie Sheppard, Transportation Superintendent |
| <input checked="" type="checkbox"/> Chris Oslund, City Manager                          | <input checked="" type="checkbox"/> Kelly Conlin, Executive Assistant             |
| <input checked="" type="checkbox"/> Doug Walsh, Director of Public Works                |   |
| <input checked="" type="checkbox"/> Steve Burnett, Technical & Environmental Compliance |   |

**3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA**

- Under New Business - 10.4 Calamity Creek

**4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

None

**5. APPROVAL OF AGENDA**

Recommendation PW-2020-019

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee agenda for the May 27, 2020 meeting be approved as amended.

**Carried**

**6. REVIEW AND ADOPTION OF PREVIOUS MINUTES**

Recommendation PW-2020-020

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee minutes for the April 30, 2020 regular meeting be adopted as presented.

**Carried**

**7. PRESENTATIONS**

**8. INTERNAL/EXTERNAL CORRESPONDENCE**

**8.1 Road Condition – Joyal Drive & Hwy 11**

**Discussion:**

Mayor Kidd received an email from a resident who is concerned with the condition of the roadway at Joyal Drive and Rorke Ave, and has indicated that the homes in the area experience vibrations when the transit bus goes by. One of their solutions is to have the bus route changed to Morrisette Drive. The Committee agreed that there are several areas in the municipality that need to be addressed and requested staff determine whether this area could receive some remedial work.

Doug Walsh will follow up with a response.

**9. UNFINISHED BUSINESS**

**9.1 WOOD - New Waste Management Capacity**

**Previous Discussion:**

The pre-submission review has been completed by the Ministry and the comments received will be incorporated by Wood into the final submission. Steve Burnett also reported that a purchase order has been issued for a revised topographic survey of the landfill to better determine remaining capacity. On-going.

**Discussion:**

Steve Burnett recently received the next draft of drawings for the landfill and is expecting the design and operations plan within the next couple weeks. These drafts are a result of the Ministry's comments on their pre-submission review.

**9.2 Public Works Department Update**

**Previous Discussion**

Winter Control ended approximately 2 weeks ahead of schedule due to safety measures put in place for COVID 19. Spring work is well underway and the department is operating at nearly full complement. The emulsion order for the new spray patcher should arrive late next week which will allow the crew to start working on roadway repairs

**Discussion:**

Work on the 2020 Roadway Program is underway. City staff are addressing any of the pre-work that is required in regards to ditching, catch basins, etc. Road repair work is on going with the new spray patcher.

### **9.3 Full Solid Waste Management Program (Landfill)**

#### **Previous Discussion:**

2020 Amnesty will run for 2 weeks starting May 5-9 and May 12-16. Staff is also recommending that the 2020 Orange Drop Event that is scheduled to be held in early June, be cancelled due to the COVID situation.

#### **Recommendation PW-2020-016**

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby supports cancelling the 2020 Orange Drop event.

**Carried**

#### **Discussion:**

The landfill has returned to normal operations and hours with physical distancing measures put in place.

Steve then presented a letter from EPRA in regards to entering into an agreement. Our Collector, JPL Storage has already entered into an agreement with EPRA.

#### **Recommendation PW-2020-021**

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby supports entering into an agreement with Electronic Products Recycling Association (EPRA) for the collection of electronic waste.

**Carried**

### **9.4 2020 Roadway Rehabilitation Program**

#### **Previous Discussion:**

The sections of roadways identified in the 2020 Roadway Rehabilitation Program remains as originally proposed and work could begin as early as May 19, 2020. The formal agreement between the City and Miller Paving will be presented at an upcoming Council meeting.

The Committee is recommending the residential streets identified in the North Cobalt area be repaired using a double surface treatment instead of asphalt. This is a low traffic area and is better suited for surface treatment. This will also reduce the overall budget for the program. Doug will amend the Administrative Report to reflect this change.

#### **Recommendation PW-2020-017**

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby recommends that Birch Street, Maple Street and Stewart Avenue in North Cobalt receive a double surface treatment as part of the 2020 Roadway Rehabilitation Program.

**Carried**

**Discussion:**

The 2020 Roadway Rehabilitation program is currently underway. Doug Walsh informed the Committee that Miller's would not be using a double surface treatment on the streets in North Cobalt as previously discussed. There will be no adjustment in cost for asphalt as there was savings in gravel costs. Councillor Whalen inquired into the condition of Nippissing Ave. Doug stated that the intent is to place millings in that area this year. There is also calcium being placed and grading occurring regularly.

**9.5 Highway 65E/ Grant Drive Extension**

**Previous Discussion:**

The agreement that was sent to the Ministry has yet to be signed and returned. On-going.

**Discussion:**

No update

**9.6 Asset Management**

**Previous Discussion:**

Staff will be holding off on researching any further options for asset management software until such time the Committee can sit together in a meeting room demonstration.

**Discussion:**

The Committee reviewed a level of service questionnaire that has been developed in conjunction with other City departments. It will be released via Facebook and our Website shortly with a deadline of August 31<sup>st</sup>.

Doug also presented a funding opportunity through Federation of Canadian Municipalities that could cover asset management software, consultants, etc.

**Recommendation PW-2020-022**

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby requests that Council consider supporting the submission of a funding application through the Federation of Canadian Municipalities specific to the Asset Management Program.

**Carried**

## **9.7** 2020 Department Budget

### **Previous Discussion:**

Staff recently met to review any cost savings that could be found in the 2020 Operating and Capital budgets. At this point, staff indicate there are potential savings in operating budget in the Training and Travel and as well as Bulk salt. Revisions to the capital budget will be presented at the Special Council meeting next week.

### **Discussion:**

Council recently approved the changes that were made to both the operating and capital budgets.

## **9.8** Uniboard Leachate

### **Previous Discussion:**

Staff were contacted by the Ministry of Environment, Conservation and Parks (MECP) inquiring as to whether or not the City would be willing to once again accept leachate from Uniboard. Together with OCWA, an agreement has been drafted to ensure that the City would incur no additional costs associated with the acceptance of the leachate and the requirements for testing. Any such costs would be the responsibility of Uniboard. The leachate would be hauled to the New Liskeard Lagoon site and could generate revenue for the City of approximately \$120,000. Communication between the City, Uniboard, OCWA and the MOE is on going.

### **Discussion:**

Steve Burnett reported that the City has entered into a memorandum of understanding with Uniboard for the acceptance of the leachate based on the Ministry's directive. Costs occurred to date have been approximately \$5,000 for sampling and other services provided by OCWA. To date, no leachate has been received at the Lagoon. We will be invoicing Uniboard for the costs incurred to date.

## **9.9** ONR Crossing – Radley Hill Road

### **Previous Discussion:**

The City has an opportunity to partner with the Ontario Northland Railway (ONR) on a funding application to complete the necessary repairs and restoration to the railway crossing on Radley Hill Road. A recommendation of support from Council is a requirement of the application.

### Recommendation PW-2020-011

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby requests that Council support partnering with the Ontario Northland Railway on a funding application for repairs and restoration to the railway crossing on Radley Hill Road.

**Carried**

**Discussion:**

Chris Oslund and Doug Walsh have continued to discuss options with Hatch Consultants in regards to the repairs to the ONR Crossing at Radley Hill. Once estimates are received from Hatch, a report will be presented to Council for their consideration.

**10. NEW BUSINESS**

**10.1 Bridge “Sharrows” work**

**Discussion:**

Doug Walsh was looking direction from the Committee in regards to the painting of sharrows on the Wabi bridge. The Committee confirmed that the sharrows are to be painted as part of the roadway painting in 2020 and beyond.

**10.2 Tobler’s Road**

**Discussion:**

Mayor Kidd was recently on Tobler’s Road and has concerns about the current condition. The City had undertaken work and piloted the concrete injections on this section of road, and had intended to utilize the same treatment on other rural roads. Doug Walsh indicated the issue likely was that the percentages of concrete contained in the injections were inaccurate. We also should have put a third lift of gravel, however, that did not occur. The only remedy for this and to improve all our rural roads is complete excavation of the road at the time of repair and the adequate placement of sand and gravel prior to the surface treatment, as well as continuing with the ditching program. The heavy farm equipment also plays a role in the deterioration of the rural roads.

**10.3 Building Maintenance Department Update**

**Discussion:**

Mitch Lafreniere provided the Committee with a general update of on-going projects within the Building Maintenance Department such as the New Liskeard library relocation.

**10.4 Calamity Creek Agreement**

**Discussion:**

Steve Burnett provided the Committee with a background on the project that MTO has been undertaking at Calamity Creek. In September of last year, the City was approached by Story Environmental and the contractor in regards to the deposit of contaminated non hazardous clay (Creosote). The Ministry of Environment indicated that the City would be permitted to dispose of this type of waste. With that approval, we accepted the clay and charged fees as per the City’s Waste Disposal By-Law. Following this, the request was made for the acceptance of waste water from their de-watering efforts from the construction project. The original request was denied due to contamination levels being higher than what

is permitted as per our ECA. In early May, they requested again since further dewatering efforts are required to resume construction. Staff requested an engineer's report stating that there would be no ill effects on our system with the acceptance of this waste water and informed that Ministry approval would be required. Should the Ministry approve the acceptance of the wastewater, treatment would occur at site, then hauled and deposited into our treatment system. The cost per litre that is being recommended is above what is in the current By-Law, however the Committee indicated that staff is able to proceed with the acceptance as early as later this week providing a Memorandum of Understanding and Ministry approval is obtained. The Committee requested that Doug prepare a memorandum with the information to Council at the June 2<sup>nd</sup> meeting.

Recommendation PW-2020-023

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby requests that Council proceed with confirming the agreement with the Ministry of Transportation for the acceptance of industrial wastewater from the Calamity Creek Project.

**Carried**

**11. ADMINISTRATIVE REPORTS and MEMORANDUMS**

**12. CLOSED SESSION**

**13. NEXT MEETING**

The next meeting of the Public Works Committee is scheduled for June 24, 2020 to commence at 9:00 a.m.

**14. ADJOURNMENT**

Recommendation PW-2020-024

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee meeting is adjourned at 10:04 a.m.

**Carried**

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**COMMITTEE CHAIR**

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**COMMITTEE SECRETARY**

**1. CALL TO ORDER**

Meeting called to order at 11:58 p.m.

**2. ROLL CALL**

Mayor Carman Kidd

Christopher W. Oslund, City Manager

Councillor Jeff Laferriere

Shelly Zubyck, Director of Corporate Services

Councillor Danny Whalen

Laura Lee MacLeod, Treasurer

Logan Belanger, Municipal Clerk  Kelly Conlin, Executive Assistant

Clayton Seymour, CBO

**3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA**

None

**4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

None

**5. APPROVAL OF AGENDA**

Recommendation CS-2020-027

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee agenda for the June 10, 2020 meeting be approved as printed.

**CARRIED**

**6. REVIEW AND ADOPTION OF PREVIOUS MINUTES**

Recommendation CS-2020-028

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee minutes of the May 27, 2020 meeting be approved as presented.

**CARRIED**

**7. INTERNAL/EXTERNAL CORRESPONDENCE**

**8. UNFINISHED BUSINESS**

**9. NEW BUSINESS**

**9.1 MPAC Property Inspections**

**Discussion:**

Chris Oslund received an email from MPAC regarding the resumption of property inspections starting on June 15, 2020 and requested that Clayton Seymour, CBO, provide more details to the Committee. Clayton advised that although MPAC is resuming inspections, it is a gradual start with several COVID related protocols in place. Such protocols include the elimination of field inspectors which will require the CBOs to make a determination on value based on electronic drawings. Clayton explained to MPAC that often drawings are not received electronically as the files are too large. Building drawings also do not necessarily include details that MPAC would traditionally use as part of their assessment such as granite, stainless steel appliances, flooring type, etc. In addition to the time required for staff to determine assessment value, it would ultimately mean that MPAC appeals would also become the responsibility of the municipality. The Committee recommended that this issue be brought forward to Council for a motion and Clayton will discuss with his local Chapter membership, as well as, OBOA affiliates.

**9.2 Tax Deferral – July 2020 installment**

**Discussion:**

Recommendation CS-2020-029

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee hereby requests that Council consider resuming interest and penalty charges on tax installments effective August 1<sup>st</sup>, 2020.

**CARRIED**

**9.3 New AGCO rules – Outdoor Patios**

**Discussion:**

Recommendation CS-2020-030

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee hereby requests that Council consider entering into a land use agreement with Whiskey Jack Brewing for use of a portion of the sidewalk and laneway space adjacent to their location on Ferguson Ave.

**CARRIED**

**10. NEXT MEETING**

The next Corporate Services Committee Meeting will be scheduled as required.

**11. ADJOURNMENT**

Recommendation CS-2020-031

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee meeting is adjourned at 12:30 p.m.

**CARRIED**

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**COMMITTEE CHAIR**

\_\_\_\_\_  
**COMMITTEE SECRETARY**



**Corporate Services**

011-CS-2020

## **Memo**

**To:** Mayor and Council  
**From:** Shelly Zubyck  
**Date:** July 14, 2020  
**Subject:** Municipal Insurance Renewal  
**Attachment:** N/A

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Mayor and Council:

The City's municipal insurance was due for renewal on July 1, 2020. The premiums for 2020-2021 are proposed to be \$480,429.

The renewal proposal was presented to the Corporate Services Committee on July 8, 2020, where staff was directed to review the property and vehicle inventories and investigate deductible levels and options in order to decrease premiums.

Staff will be bringing an administrative report, including recommendations on both items at the August 11<sup>th</sup>, 2020 regular meeting for Council's consideration.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
Shelly Zubyck  
Director of Corporate Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

# Memo

**To:** Mayor and Council  
**From:** Logan Belanger, Clerk  
**Date:** July 14, 2020  
**Subject:** Deeming By-law for Niven Street South (lots 10-28 on Plan M143NB)  
**Attachments:** Appendix 01: Deeming By-law Application Form  
Appendix 02: Draft Deeming By-law (**Refer to By-law No. 2020-074**)

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Mayor and Council:

Jonathan and Loni Champagne have submitted a request for a deeming by-law for two vacant properties located on Niven Street South in Haileybury. The owners wish to build a house and garage over numerous lots. Deeming the lots to no longer be a plan of subdivision, would allow the lots to legally merge together to create one lot and allow for the construction anywhere on the property, within the permitted setbacks.

The first property is made up of nine lots (i.e. PLAN M143NB LOTS 19 TO 22 PLAN M143NB LOTS 24 TO 28 PCL 20385SST), and the second property is also made up of nine lots (i.e. PLAN M143NB LOT 10 TO LOT 18 PCL 20386SST). The plan of subdivision was created in 1910.

Parcel 20385SST is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and is zoned Low Density Residential (R2) in the City of Temiskaming Shores Zoning By-law.

Parcel 20386SST is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and is zoned Medium Density Residential (R3) in the City of Temiskaming Shores Zoning By-law.

If the Deeming By-law is passed it will be registered on title at the owner's expense. It is recommended that Council pass the deeming by-law.

Prepared by: Reviewed and approved by: Reviewed and submitted for Council's consideration by:

"Original signed by"

\_\_\_\_\_  
Logan Belanger  
Clerk

"Original signed by"

\_\_\_\_\_  
Shelly Zubyck  
Director of Corporate Services

"Original signed by"

\_\_\_\_\_  
Christopher W. Oslund  
City Manager



RECEIVED  
JUL - 3 2020

The City of Temiskaming Shores  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario P0J 1K0  
705-672-3363

Application for Deeming By-law  
Under Section 50(4) of the Planning Act

Approval authority:  
Council of the City of Temiskaming Shores

Fee: \$200 + 13% HST  
= \$226.00  
+ legal and land titles fees required to register by-law  
(billed directly from solicitor)

Office Use Only  
File No.: \_\_\_\_\_  
Date Received: \_\_\_\_\_  
Roll No.: 5418- \_\_\_\_\_

1. Owner Information

Name of Owner: Jonathan Champagne  
Mailing Address: \_\_\_\_\_, Haileybury ON P0J 1K0  
Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

If more than one registered owner, please provide information below (attach separate sheet if necessary):

Name of Owner: Loni Champagne  
Mailing Address: \_\_\_\_\_, Haileybury ON P0J 1K0  
Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Applicant/Agent Information (if applicant is not the owner or applicant is an agent acting on behalf of the owner):

Name of Agent: Ramsay Law Office Professional Corporation - William Ramsay  
Mailing Address: Box 160, New Liskeard ON P0J 1P0  
Email Address: \_\_\_\_\_ Phone: 705-647-4010

3. Please specify to whom all communications should be sent:

Owner  Applicant/Agent

**4. Property Information**

a. Location of the subject land:

Dymond     New Liskeard     Haileybury

Municipal Address Niven Street South - vacant property
Legal Description (concession and lot numbers, reference plan and lot/part numbers) Lots 10 - 28 Plan M143NB, no lot 23. Parcels 20385 and 20386 SST

b. Date the property/properties were acquired by the current owner: July 3, 2020

c. Are there any easements or restrictive covenants affecting the property/properties?

Yes     No

If yes, describe the easement or covenant and its effect:

--

**5. Reason a deeming by-law is required:**

The new owner wishes to build a house and garage over numerous of the lots which is prohibited. By deeming the lots to no longer be on a plan of subdivision they would be for all intents and purposes one lot which would permit building anywhere on the property within allowed setbacks.
---

**6. Registration of By-law**

If approved the deeming by-law must be registered on title to the property/properties to which it applies. The City will send the approved by-law directly to the lawyer of the applicant's choosing to ensure registration. The applicant is responsible for all fees associated with the registration of the by-law.

Name of Lawyer: William Ramsay

Name of Firm: Ramsay Law Office Professional Corporation

Mailing Address: Box 160, New Liskeard ON P0J 1P0

Email Address: [REDACTED] Phone: 705-647-4010

**7. Applicant/Agent Authorization**

If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed.

I/We, Jonathan and Loni Champagne are the registered owners of the subject land and I/we hereby authorize William Ramsay to make this application on my/our behalf and to provide any of my/our personal information that will be included in this application or collected during the processing of the application.

Date: July 3, 2020 Signature of Owner: Jonathan Champagne  
Date: July 3, 2020 Signature of Owner: Loni Champagne

**8. Authorization for Site Visits**

I/We authorize Municipal Staff and Council and/or Committee members, as necessary, to enter the subject property to gather information necessary in the assessment of the application.

JL Applicant Initial      LR Applicant Initial

**9. Notice re: Use and Disclosure of Personal Information**

In accordance with the Planning Act and the Municipal Freedom of Information and Protection of Privacy Act, I/We acknowledge and understand that any information collected on this form and any supplemental information submitted as part of this application can be disclosed to any person or public body.

JL Applicant Initial      LR Applicant Initial

**10. Declaration of Applicant**

- ✓ If the application is being submitted by the property owner and there is more than one registered owner, each owner must complete a separate declaration.
- ✓ If the application is being submitted by the property owner and the owner is a firm or corporation the person signing this declaration shall state that he/she has authority to bind the corporation or affix the corporate seal.
- ✓ This declaration must be completed in front of a Commissioner for Taking Affidavits.

I, Jonathan Champagne + Loni Champagne of the City of Temiskaming Shores  
in the        District of Timiskaming make oath and say  
(or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true and I make this solemn declaration conscientiously knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

**Sworn (or declared) before me**  
at the City of Temiskaming Shores  
in the District of Timiskaming  
this 3<sup>rd</sup> day of July, 20   20  

  
Signature of Applicant

  
A Commissioner for Taking Affidavits

## Memo

**To:** Mayor and Council  
**From:** James Franks, Economic Development Officer  
**Date:** July 14, 2020  
**Subject:** Economic Development – Q1 and Q2 Strategic Plan Key Activities Report  
**Attachments:** Activity Report

---

Mayor and Council:

In an effort to keep Council updated on various Economic Development Activities, a first and second quarter (January 1, 2020 to June 30, 2020) report has been prepared.

The said report is attached hereto and it is recommended that Council adopt the report for information purpose.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
James Franks  
Economic Development Officer

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

## Economic Development

### Strategic Plan Key Activities

January 1 – June 30, 2020

#### IMMIGRATION / WORKFORCE

KEY ACTIVITIES:	STATUS:
Relocation Guide	<ul style="list-style-type: none"> <li>➤ Relocation guide will be translated in Mandarin. 100 copies to be printed</li> <li>➤ Guides will be distributed at several events in the region and in Southern Ontario.</li> </ul>
Work with, municipal and regional partners to attract newcomers to the region through attendance at trade shows and promotion of web portal.	<ul style="list-style-type: none"> <li>➤ Hosted with the Northwest CFDC Network and the Northern Policy Institute the Come North Conference on Feb 11<sup>th</sup>, 12<sup>th</sup>, 13<sup>th</sup> 2020. Attendees for the Northeast conference will come from North Bay, Sudbury, Timmins, Sault Ste. Marie and everywhere in between. Over 120 participants came to attend the workshops, discussions and keynote speakers.</li> <li>➤ Working with Far Northeast Training Board on online marketing campaign.</li> <li>➤ Working with Mindtree Consultants to connect employers to immigrants using a one on one approach. Several local employers are now working with the company to assist them to fill vacant positions.</li> <li>➤ Developing a new website <a href="http://www.whyythenorth.com">www.whyythenorth.com</a> to encourage people in southern Ontario to consider moving or investing in our region. At present this site is directed to only Temiskaming Shores, however we may at some point make it a more regional landing page with links to various municipal sites.</li> </ul>
Enhance Art in the Park as an annual multicultural event highlighting the diversity of culture, food and music in the regional market	<ul style="list-style-type: none"> <li>➤ Supported Art in the Park with \$6,000 from project funds to enable the Temiskaming Art Gallery to run the successful program. COVID will impact the program, but some events will take place this summer.</li> <li>➤ Hosted with BTT partners our next Tisser des Liens Témiscamingue / Building Ties Temiskaming evening on Feb 24<sup>th</sup> 2020 on the Québec side where 52 participants to part of the great networking evening.</li> </ul>

## INDUSTRIAL / COMMERCIAL

KEY ACTIVITIES:	STATUS:
Promote certified site. Work with Ontario Investment Center.	<ul style="list-style-type: none"> <li>➤ We have now completed the Certified Site Program with the Province of Ontario for our sites in the Dymond Industrial Park. The program did get us some visibility on the provincial website and certainly got us noticed by advertising firms, but did not result in any specific lot sales over the 4 years. For this reason and due to the amount of work required to recertify, it is likely that we will not participate in the program again.</li> </ul>
Host in bound or out bound trade mission.	<ul style="list-style-type: none"> <li>➤ Due to COVID, all of this activity is shut down</li> </ul>
Attend trade shows and attraction events.	<ul style="list-style-type: none"> <li>➤ Attended the Forests Ontario AGM in February where we shared a booth space with First Resource Management Group. We promoted forestry jobs available in the region.</li> <li>➤ We were invited to participate in Naturallia 2020 in Val D'Or, but this has been postponed until 2021.</li> </ul>
Potential Abattoir opportunity	<ul style="list-style-type: none"> <li>➤ Staff continue to work with the Ukrainian company considering a local abattoir. We are trying to find local investors to work with the current ownership and will put together a meeting as soon as regulations permit.</li> </ul>
Fast food chain	<ul style="list-style-type: none"> <li>➤ Neither of the former interested franchises have moved forward, however a new pizza franchise has leased a site and is moving forward with renovations.</li> </ul>
Retail enhancement	<ul style="list-style-type: none"> <li>➤ The funding applications to both NOHFC and Fed Nor for a water system upgrade project in Dymond were both declined as they did not show sufficient economic growth activity</li> </ul>
Industrial Development	<ul style="list-style-type: none"> <li>➤ Still no news on the industrial scale production facility. The project remains on hold until the company is able to line up financing to complete the project.</li> <li>➤ City staff continue to work with ONTC to facilitate the purchase of property in Haileybury. We are still awaiting the appraisal value of the proposed property.</li> </ul>

## AGRICULTURE

KEY ACTIVITIES:	STATUS:
<p>Implement the Culinary Tourism Strategy and work with local partners such as the Northern Ontario Farm Innovation Alliance (NOFIA), promote local foods including the Northeast Bites program. (Foire Gourmande and Just Foods).</p>	<ul style="list-style-type: none"> <li>➤ Organized with Culinary Tourism Alliance 2 webinars on food tourism readiness and experience development for business partners. 15 participants English, 11 participants French.</li> <li>➤ Organized a food tourism e-commerce and web-presence webinar on May 20 2020 with subject-matter experts from <a href="#">Digital Main Street</a>. 23 Participants. 6 businesses participated in 30 minute one on one training sessions.</li> <li>➤ Hosted a food display of Northern Ontario Food for people to enjoy at FeastON reception during EDCO in Toronto on February 5<sup>th</sup> 2020. 300 people attending the event.</li> <li>➤ Hosted Come North Conference on February 11<sup>th</sup> to 13<sup>th</sup> 2020 in Temiskaming Shores where the caterer used many local products for the meals. The conference had 120 participants ranging from Moose Factory, Hearst to Parry Sound and Sault Ste-Marie.</li> <li>➤ Hosted a Building Ties event dinner and presentation on February 24<sup>th</sup> 2020 in Saint-Bruno-de Guigues, Québec where the caterer used local product for the meal. 52 participants attended the event.</li> <li>➤ Hosted Northern Ontario Night at Steam Whistle Brewery during the PDAC convention in Toronto on March 2<sup>nd</sup> 2020. Over 1300 enjoyed local Northern Ontario Food at this event.</li> </ul>
<p>Support the New Liskeard Agricultural Society in order to grow/enhance the tourism impact of the New Liskeard Fall fair,</p>	<ul style="list-style-type: none"> <li>➤ The Fall Fair is hoping to operate a virtual trade show of their agricultural products this fall. We will not be able to assist with this program as these funds were removed from the 2020 Economic Development budget.</li> </ul>
<p>Assist in the development of a farm to table culinary event.</p>	<ul style="list-style-type: none"> <li>➤ On hold due to COVID</li> </ul>
<p>Agricultural promotion of our area.</p>	<ul style="list-style-type: none"> <li>➤ Culinary Tourism project has enabled us to connect with over 150 area farms and businesses who offer locally produced food. This program will see a large marketing effort developed to support the growth of local food spending in the reign.</li> </ul>

## MINING SUPPLY

KEY ACTIVITIES:	STATUS:
Northern Ontario Mining Showcase (PDAC Project)	<ul style="list-style-type: none"> <li>➤ PDAC 2020 was another huge success with 110 companies showcasing in early March. 10% of the exhibitors are Temiskaming Shores based businesses</li> <li>➤ CIM 2020 was cancelled due to COVID</li> <li>➤ Planning for the 2021 events is underway and the funding applications are submitted. Fed Nor has advised that they wish to wait for event confirmation from the event organizers prior to approving the 2021 funding.</li> </ul>
Northern Ontario Night	<ul style="list-style-type: none"> <li>➤ The sponsorship program was once again successful with over \$95,000 in sponsors.</li> <li>➤ Northern foods including Thornloe Cheese, Bavarian Meats, Loon Vodka and Crosscut Gin were showcased</li> </ul>
Other mining supply attraction activities	<ul style="list-style-type: none"> <li>➤ We did reach our goal of 25 business to attend CIM in Vancouver, however the event was later cancelled.</li> <li>➤ Working with First Cobalt to assist them to purchase municipal land to enable them to create a rock pile storage area near their facility off Silver Centre Road.</li> <li>➤ Working with Canada Cobalt Works to promote their Temiskaming Testing Lab facility.</li> </ul>

## TRANSPORTATION

KEY ACTIVITIES:	STATUS:
Earlton Timiskaming Regional Airport	<ul style="list-style-type: none"> <li>➤ Airport Manager Harold Cameron has announced his retirement and a new manager, James Smith has been hired to train under him</li> </ul>
Encourage reinstatement of passenger rail	<ul style="list-style-type: none"> <li>➤ Staff continues to work with the Ontario Northland Railway and the Northeastern Ontario Rail Network to encourage the reinstatement of passenger rail service to the region.</li> </ul>
Highway Improvements	<ul style="list-style-type: none"> <li>➤ GEMS project development has been quiet during the pandemic, but staff continues to promote the project when possible.</li> </ul>
Potential Truck Wash	<ul style="list-style-type: none"> <li>➤ The truck wash is purchasing a second lot next to the one purchased last fall to accommodate the turning radius of the large vehicles expected to use the service.</li> </ul>
	<ul style="list-style-type: none"> <li>➤ Staff participated in Far North Est Training Board employment option trucking video</li> </ul>

## FORESTRY

KEY ACTIVITIES:	STATUS:
Support local forestry small and medium size enterprises (SMEs)/ organizations to attend provincial trade shows, develop a larger marketplace and export to attend provincial trade shows, develop a larger marketplace and export possibilities.	<ul style="list-style-type: none"> <li>➤ A monthly one-page article is published since January with the Temiskaming Speaker to highlight successful forestry stories.</li> <li>➤ Plan to work with schools to teach kids about forestry.</li> <li>➤ Created a Forestry Banner to be used at trade shows and events to support regional forestry.</li> <li>➤ Working with Good Gauley Productions and local forestry partners to develop a video to promote the industry both locally and provincially as a sustainable and environmentally friendly sector.</li> </ul>
Explore opportunities for forestry business growth into the Quebec markets.	<ul style="list-style-type: none"> <li>➤ Provincial regulations on both sides of the border do not make these partnerships feasible.</li> <li>➤ We are working with the industry to ensure that they are aware of available funding programs</li> </ul>
Support the development of non-timber forest products experiences in the region.	<ul style="list-style-type: none"> <li>➤ Continue to work with Timiskaming First Nation and others to develop food products from forest areas such as mushrooms, chaga and fiddleheads.</li> </ul>
	<ul style="list-style-type: none"> <li>➤ Working with Good Gauley Production on a forestry video</li> </ul>

## TOURISM/ CULTURE

KEY ACTIVITIES:	STATUS:
Tourism Recovery Project	<ul style="list-style-type: none"> <li>➤ Working with the Chamber and BIA to develop a recovery project to assist small businesses. Chamber will apply for funding to support regional business with support from the City and other partners. Project will do marketing and training to assist businesses to get back to normal faster.</li> </ul>
With the recent designation by Parks Canada of the Ottawa River as a Canadian Heritage River the project would reach out to partners	<ul style="list-style-type: none"> <li>➤ Some of the work with the Culinary project will carry over to further develop the Ottawa River project</li> <li>➤ COVID has once again slowed development of this project.</li> </ul>

and work with communities along the river to promote the area as a whole, including product development. (2020)	
Lake Temiskaming Tour; Wayfinding and Packages in 2020.	<ul style="list-style-type: none"> <li>➤ Marketing with le Reflet have been bought in the ‘Vendez-vous votre municipalité’ special.</li> <li>➤ 3 new members on the Lake Tour Website</li> <li>➤ Partnered with Nicole Guertin to develop Francophone tourism experiences in the area.</li> </ul>
Partner with Tourism Northern Ontario to highlight the Group of Seven historical sites/product within the Temiskaming region.	<ul style="list-style-type: none"> <li>➤ Working with Destination Northern Ontario and the Temiskaming Art Gallery on the Group of 7 project. Five sites have been identified where a plaque and a bench will be installed. 10 000 brochures are being design and printed. Partners will be handed those out to promote the tour. Also, 1000 sticky note pads will help promote the tour.</li> </ul>
Develop and deliver a tourism ambassador training for communities (2020).	<ul style="list-style-type: none"> <li>➤ Not started. Estimate Q2 2020</li> <li>➤ The intent of this program is to train front line employees at hotels, gas stations, restaurants and attractions to make sure they are good ambassadors of what our community has to offer.</li> </ul>
Building Ties, partnership between two provinces and a first Nation Community.	<ul style="list-style-type: none"> <li>➤ Hosted Tisser des Liens Témiscamingue / Building Ties Temiskaming evening. It was held on the Québec side on February 24<sup>th</sup>, 2020. Theme: «Work Force: Success, Challenges and Opportunities». 52 participants attended the evening.</li> </ul>
Support and enhance local festival and events through language translation and promotion in the Quebec marketplace.	<ul style="list-style-type: none"> <li>➤ Promotion of local events in the Journal Le Reflet and CKVM encouraging residents of Northwestern Quebec to participate in area festivals and events. Update on Festivals and Events Ontario website</li> </ul>
Support the Conseil des Arts Temiskaming Arts Council with the development and promotion of Arts and Culture throughout the region.	<ul style="list-style-type: none"> <li>➤ Supported CATAAC in the creation of their Strategic Plan.</li> <li>➤ Plan will provide the Arts Council with strategic guidance and objectives to develop and promote Art and Culture in our region.</li> <li>➤ Worked with CATAAC to develop stronger partnerships between arts and culture organizations within the community</li> </ul>
Support for regional marketing initiatives: Destination Ontario,	<ul style="list-style-type: none"> <li>➤ Worked with TEN to organize a 2-day Experiential Travel Training for Operators workshop here in TS on Jan 21 and 22, 2020. 20 participants</li> </ul>

Destination Canada, Destination Northern Ontario and local Tourism Information Center.	➤ Participated in weekly webinars with TIAO, DNO and some Tele Town Halls with Minister McLeod, then forwarded pertinent information onto local and regional tourism stakeholders
Balado Decouverte	➤ Developed content for a local circuit for the Balado App
Devil's Rock feasibility study (2020).	➤ Removed from 2020 Budget

**LIVABLE COMMUNITY**

<b>KEY ACTIVITIES:</b>	<b>STATUS:</b>
Partner with health-related agencies to promote healthy active living.	➤ Working with Timiskaming Health Unit to produce a guidance document to assist businesses to better understand their health and safety needs as they reopen.

**Subject:** Haileybury Family Health Team Lease Agreement

**Report No.:** CS-028-2020

**Agenda Date:** July 14, 2020

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### **Attachments**

**Appendix 01:** Draft Lease Agreement with the Haileybury Family Health Team  
(Refer to By-law No. 2020-075)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-028-2020;
2. That Council directs staff to increase the rental rates for the use of office space by the Haileybury Family Health Team by 2% for 2020; and
3. That Council directs staff to prepare the necessary by-law to enter into a nine (9) month lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre.

### **Background**

The Haileybury Family Health Team is currently using 1,464 square feet of space at the Haileybury Medical Centre. The lease agreement with the Haileybury Family Health Team expired on March 31, 2020.

On April 7, 2020 Council deferred the rental rate increase due to the impact of COVID-19 until July 2020.

### **Analysis**

In order for the City maintain a favorable position and recuperate the costs associated with operating the Haileybury Medical Centre, staff is recommending an increase of 2%, which represents an increase from \$22.15 to \$22.59 for the Haileybury Family Health Team per sq. foot.

The term of the lease will be for nine months and renew on March 31, 2021 in line with years prior. All other provisions of the lease remain the same.

**Financial / Staffing Implications**

This item has been approved in the current budget: Yes  No  N/A

This item is within the approved budget amount: Yes  No  N/A

The rental of the 1,464 ft<sup>2</sup> of space based on the 2% increase is shown in the following table:

Schedule	Room	Footage	2020 Rate	Rent (9months)
A	215	84 sq. ft.	\$22.59	\$1,423.17
B	221	272 sq. ft.	\$22.59	\$4,608.36
C	236	144 sq. ft.	\$22.59	\$2,439.72
D	238	96 sq. ft.	\$22.59	\$1,626.48
E	239	84 sq. ft.	\$22.59	\$1,423.17
F	240	456 sq. ft.	\$22.59	\$7,725.78
G	242	240 sq. ft.	\$22.59	\$4,066.20
H	250	88 sq. ft.	\$22.59	\$1,490.94
<b>Total</b>		<b>1,464sq. ft.</b>		<b>\$24,803.82</b>

In 2019, renovations to office spaces for two new physician practices and lighting upgrades both upstairs were completed.

In 2020, lighting for downstairs and an emergency exit reconstruction are budgeted and scheduled to be completed.

## **Alternatives**

No alternatives were considered.

## **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

*"Original Signed By"*

*"Original Signed By"*

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Shelly Zubyck  
Director of Corporate Services

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Christopher W. Oslund  
City Manager

**Subject:** Land Disposal – Part of Paget St  
S. Hetu & R. Laferriere

**Report No.:** CS-030-2020  
**Agenda Date:** July 14, 2020

### **Attachments**

**Appendix 01** – Reference Plan 54R-6153

**Appendix 02** – Draft By-law to Stop Up and Close a Highway (**Refer to By-law No. 2020-076**)

**Appendix 03** – Draft By-law Offer of Purchase and Agreement (**Refer to By-law No. 2020-077**)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-030-2020; and
2. That Council directs staff to continue with a potential disposition of a portion of Paget St. (Dymond to Wabi River) in accordance with By-law No. 2016-160, by preparing the necessary by-laws to Stop and Close a portion of Highway (portion of Paget Street), and to enter into an Agreement of Purchase and Sale with Sharon Hetu & Roger Laferriere for municipal real property for consideration at the July 14, 2020 Regular Council meeting.

### **Background**

The owners of 120 Paget Street (adjacent to the Wabi River) have had discussions with the Director of PW with respect to land slippages adjacent to their home. Owners (Sharon Hetu & Roger Laferriere) are desirous of implementing some landscaping features that would assist in preventing further slippages; however, the land upon which the features need to be installed are part of the road allowance for Paget Street. **Appendix 01 – Aerial Map** depicts the location of 120 Paget Street in relation to the unopened portion of Paget Street.

The Director of Public Works, Doug Walsh consulted with the City Manager, Chris Oslund and they are recommending that it would be in the best interest of both parties (City – Hetu/Laferriere) based on the circumstances to sell the unused portion of Paget Street from Dymond Street to the Wabi River for a nominal fee with all associated costs (legal, reference plan, etc.) covered by the City.

### **Analysis:**

The subject property is described as Parts 1 and 2 on Plan 54R-6153. It is recommended that Council consider a by-law for the Stopping Up and Closing that portion of Paget Street which would be registered on title (**Appendix 02**).

It is further recommended that Council consider an Offer of Purchase and Sale Agreement with Sharon Hetu & Roger Laferriere (**Appendix 03**), with for consideration at the July 14, 2020 Regular Council meeting.

**Financial / Staffing Implications**

This item has been approved in the current budget: Yes  No  N/A

This item is within the approved budget amount: Yes  No  N/A

Based on the recommendation to sell the unused portion of Paget Street from Dymond Street to the Wabi River for nominal consideration with all associated costs (legal, reference plan, etc.) covered by the City, the following fees would be incurred, and posted to the Land Disbursements Municipal account.

Survey Fee	\$4,000.00, plus HST
Legal Fees	\$1,000, plus disbursements

Note: The application fee (\$250) and advertising fee (\$100) were waived.

**Alternatives**

No alternatives are being proposed.

**Submission**

Prepared by:

Reviewed by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

\_\_\_\_\_  
 Logan Belanger  
 Municipal Clerk

\_\_\_\_\_  
 Shelly Zubyck  
 Director of Corporate Services

\_\_\_\_\_  
 Christopher W. Oslund  
 City Manager

**LEGEND**

- ..... MONUMENT PLANTED
- ..... MONUMENT FOUND
- SIB ..... STANDARD IRON BAR
- SSIB ..... SHORT STANDARD IRON BAR
- IB ..... IRON BAR
- WT ..... WITNESS
- M ..... MEASURED
- S ..... SET
- P1 ..... SKETCH AT THE OFFICES OF SUTCLIFFE, RODY, QUESNEL INC. RELATING TO FIELD NOTES BK 2165/PG 45 TO 48 DATED SEPTEMBER 4TH, 2002.
- P2 ..... REGISTERED PLAN M-31 N.B.
- 797 ..... V.R.O. PRASKEY, O.L.S.
- EXP ..... EXP SERVICES INC.

INTEGRATION COORDINATE TABLES

SPECIFIED CONTROL POINTS (SCPs)		
MONUMENT	NORTHING	EASTING
01019784228	5264137.74	600950.989
01019801501	5267341.13	599712.54

UTM\_ZONE 17, NAD83(ORIGINAL)

OBSERVED REFERENCE POINTS (ORPs) ARE DERIVED FROM RTK MEASUREMENTS ON SCPS AND ARE REFERRED TO UTM\_ZONE 17, NAD83(ORIGINAL).

COORDINATES SHOWN HEREON HAVE A RELATIVE ACCURACY TO MEET THE REQUIREMENTS OF AN URBAN AREA AT A 95% CONFIDENCE LEVEL AS PER SEC. 14(2) OF O.REG. 216/10 UNDER THE SURVEYS ACT.

POINT ID	NORTHING	EASTING
ORP A	5262865.29	599772.94
ORP B	5262865.98	599817.50
ORP C	5262906.81	599801.38

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

COORDINATE TABLE

180.200 METRE (CGVD28) CONTOUR

POINT ID	NORTHING	EASTING
①	5262919.9	599800.4
②	5262919.4	599801.2
③	5262913.7	599811.3
④	5262912.9	599812.7
⑤	5262909.5	599816.3
⑥	5262905.0	599821.2
⑦	5262903.9	599822.4

SCHEDULE

PART	LOT/BLOCK	PLAN	PIN	AREA (Ha)
1	PART OF PAGET STREET	REGISTERED PLAN M-31 N.B.	PIN 61340-0512 (LT)	510.4
2	PART OF PAGET STREET	REGISTERED PLAN M-11 N.B.	PIN 61341-0598 (LT)	338.5

GEOGRAPHIC TOWNSHIP OF DYMOND

PART 1 COMPRISES PART OF PIN 61340-0512 (LT).  
 PART 2 COMPRISES PART OF PIN 61341-0598 (LT).

PLAN OF SURVEY OF  
**PART OF PAGET STREET**  
**REGISTERED PLAN M-31 N.B.**  
 AND  
**PART OF PAGET STREET**  
**REGISTERED PLAN M-11 N.B.**  
 GEOGRAPHIC TOWNSHIP OF DYMOND  
**CITY OF TEMISKAMING SHORES**  
 DISTRICT OF TIMISKAMING

SCALE 1 : 250 METRES

0 1 2 3 4 5 10 20 30  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 609mm IN WIDTH BY 457mm IN HEIGHT WHEN PLOTTED AT AT A SCALE OF 1:250.

**NOTES**

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 0.99969397.

BEARINGS ARE UTM GRID, AND ARE DERIVED FROM SCPS, COSINE MONUMENTS HCM01019784228 & HCM01019801501 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM\_ZONE 17 (81° WEST LONGITUDE) NAD83(ORIGINAL).

FOR BEARING COMPARISONS, THE FOLLOWING ROTATIONS WERE APPLIED:  
 P1 - 1°04'10" COUNTER CLOCKWISE.

**ELEVATIONS NOTE**

ELEVATIONS SHOWN HEREON ARE GEODETIC AND ARE REFERRED TO COSINE MONUMENT 011993U754, HAVING A PUBLISHED ELEVATION OF 207.272 METRES CGVD28.

A SITE BENCHMARK WAS ESTABLISHED ON THE TOP OF A SIB LOCATED ON THE SOUTH WESTERLY CORNER OF PART 1 AS HAVING AN ELEVATION OF 190.29 METRES.

**CONTOUR NOTE**

THE ELEVATION CONTOUR OF 180.664 METRES (CGVD28) SHOWN HEREON IS EQUAL TO 180.442 METRES BASED ON THE DEPARTMENT OF PUBLIC WORKS DATUM.

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 3rd DAY OF DECEMBER, 2019.

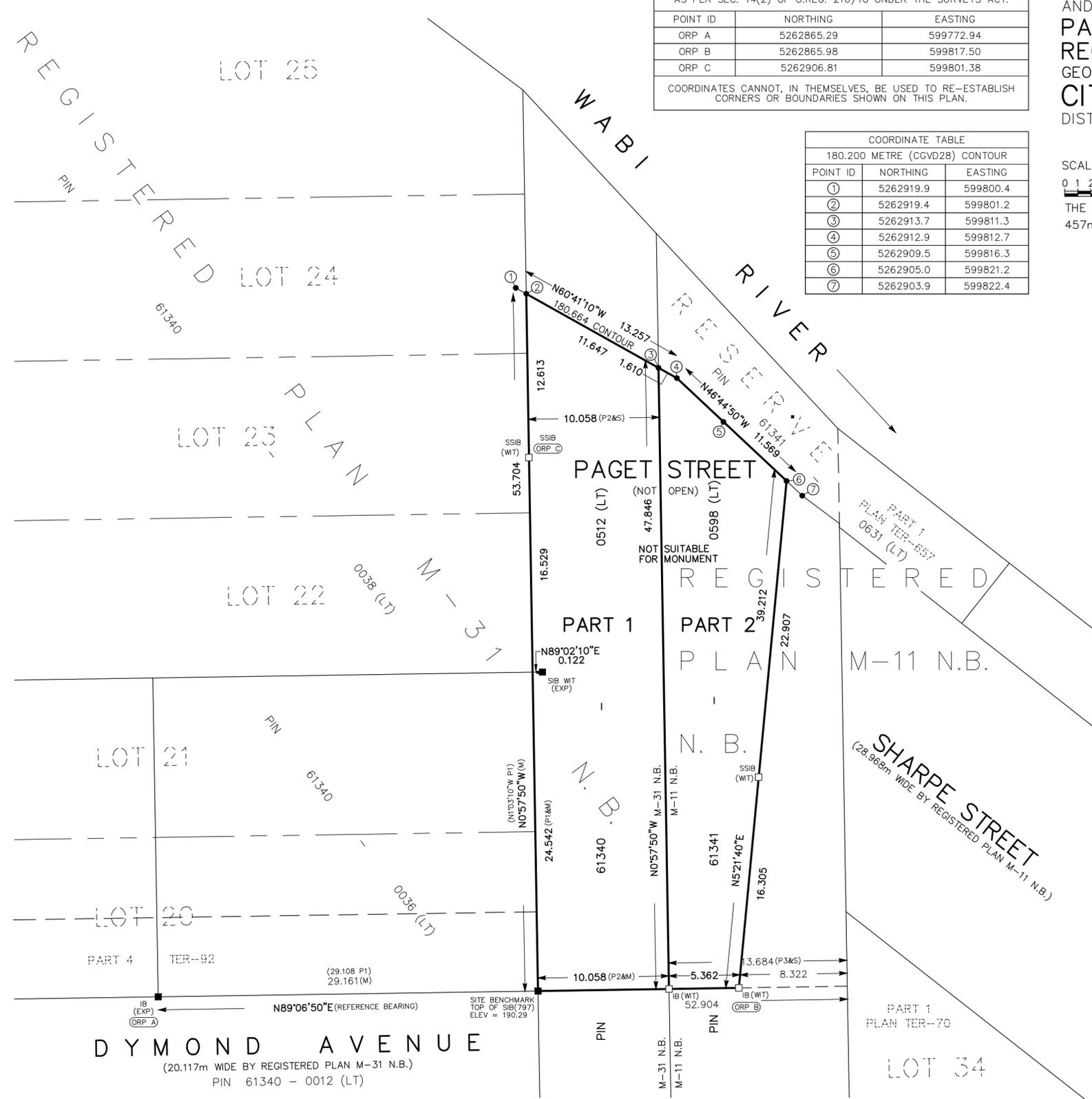
MARCH 6, 2020

*Ryan W. Seguin*  
 RYAN W. SEGUIN  
 ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER 2126244.



17 WELLINGTON STREET  
 NEW LISKEARD, ONTARIO  
 POJ 1P0  
 705-622-0872  
 www.surveyorsonsite.com



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**Subject:** Appointment of Volunteer Captain

**Report No.:**

PPP-007-2020

**Agenda Date:**

July 14, 2020

---

### **Attachments**

None

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-007-2020; and
2. That Council hereby appoints Garrett Hunting as Volunteer Captain to the Temiskaming Shores Fire Department in accordance with the *Volunteer Firefighter Hiring and Promotional Policy*.

### **Background**

As a result of a recent vacancy of a Captain's position at the Haileybury Fire Station, and to help ensure adequate staffing levels are maintained, the Department is seeking to fill the vacant Volunteer Captain's position at the Haileybury Fire Station.

### **Analysis**

Section 4.02 of Schedule "A" to By-law 2008-030, being the Fire Department Establishing and Regulating By-law for the Temiskaming Shores Fire Department, states that for the purposes of ensuring adequate staffing, twenty (20) shall be used as a guideline for the minimum number of firefighters per District Station and in no case shall the number of firefighters per District Station exceed twenty-five (25).

Based on the identified need to fill the vacancy within the department, an interview with the candidate was conducted by the Fire Chief and an officer of the Haileybury Station. Subsequently a recommendation from the District Chief of Haileybury Station was provided to the Fire Chief requesting consideration of the appointment of Garrett Hunting as Volunteer Captain to the Temiskaming Shores Fire Department.

The candidate being recommended for the Captain's position, has demonstrated a strong desire to continue to take a leading role as a member of the Temiskaming Shores Fire Department team. This coupled with his previous twenty-three dedicated years as a Volunteer Firefighter and other work-related experience makes him an excellent candidate for the position being recommended for.

Based on the above, I am pleased to recommend that Firefighter Garrett Hunting be promoted to the position of Volunteer Captain, to the Temiskaming Shores Fire Department in accordance with the Volunteer Firefighter Hiring and Promotional Policy.

### **Financial / Staffing Implications**

This item has been approved in the current budget: Yes  No  N/A

This item is within the approved budget amount: Yes  No  N/A

Financial implications include the provision of appropriate Volunteer Firefighter Honorariums which have been included in the 2020 Fire and Emergency Management Services Operational Budget. All costs associated with the appointment would include the provision of a dress uniform and protective equipment that would be drawn from the fire departments 2020-2021 operational budgets.

Staffing implications associated with the proposed appointments are limited to normal administrative functions and duties, and the requirement to fill the vacant positions at the Dymond Fire Station. Adequate staffing levels are established based on availability and the ability of fire department personnel to respond. Current fire station staffing levels are as follows:

- 23 members for the Dymond Station.
- 20 for the Haileybury Station, and
- 23 for the New Liskeard Station.

### **Alternatives**

No alternatives were considered.

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original Signed By"

"Original Signed By"

\_\_\_\_\_  
Timothy H. Uttley  
Fire Chief

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

# Memo

**To:** Mayor and Council  
**From:** Mitch Lafreniere, Manager of Physical Assets  
**Date:** July 14, 2020  
**Subject:** Encroachment Agreement for 367 Sutherland Way (TSCP 2 LEVEL 1 UNITS 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45)  
**Attachments:** Draft By-law Encroachment Agreement (**Refer to By-law No. 2020-078**)  
Drawing showing stair case layout

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Mayor and Council:

The property at 367 Sutherland (also known as Place Ste-Marie) has a staff parking lot on the East side of Meridian, across the street from its building. The owner has had a few site visits with City Staff requesting permission for the construction of two (2) concrete staircases for easier access for its tenants to the parking lot.

One of the staircases would be constructed on City property on the East side of Meridian, and the other would be on the West side of Meridian, also on City property. Both sets of stairs would match the existing elevation of the adjacent stairs which are already in place. Both new staircases would be constructed to ensure they are slightly below the existing grade of the roadway to allow for adequate space for our road maintenance equipment to pass without causing any damage to our equipment, or to the stair cases.

The owner (Skyline Real Estate Holding Inc.) is seeking approval for an encroachment agreement from Council. The agreement would permit the for two (2) staircases to be built at a width of approximately three feet wide (or to match existing stair cases) but prohibits the expansion of the structures without the express consent of the City. The agreement also allows the City to require the relocation or removal of the encroachment at any time and for any reason. The agreement will be registered on title to the property at the owner's expense and shall bind any successors and assigns for a period of 20 years with an annual fee of \$50.00.

A building permit is not required for this work as per the Building Department. City Staff will work with the property owner to ensure the structures have been constructed as per the drawing attached.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

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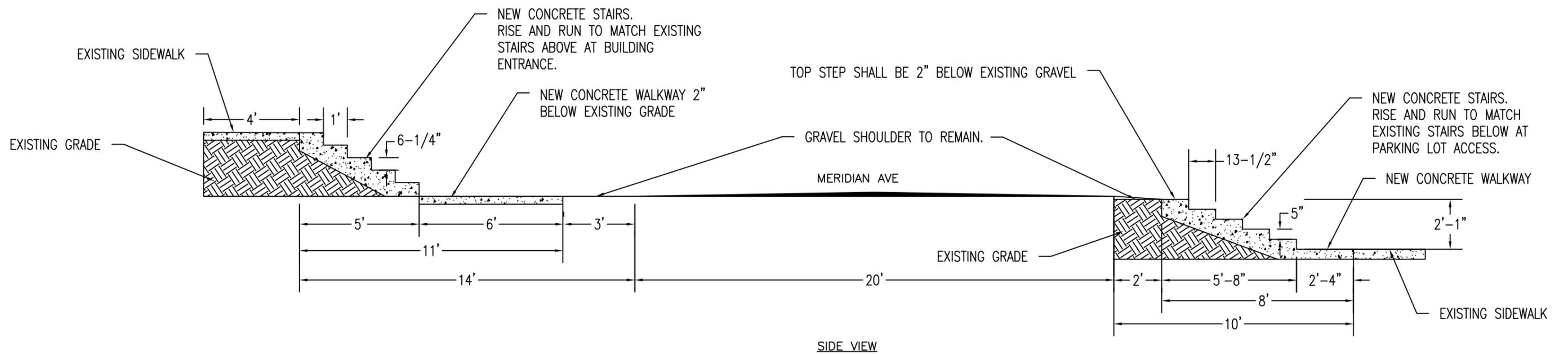
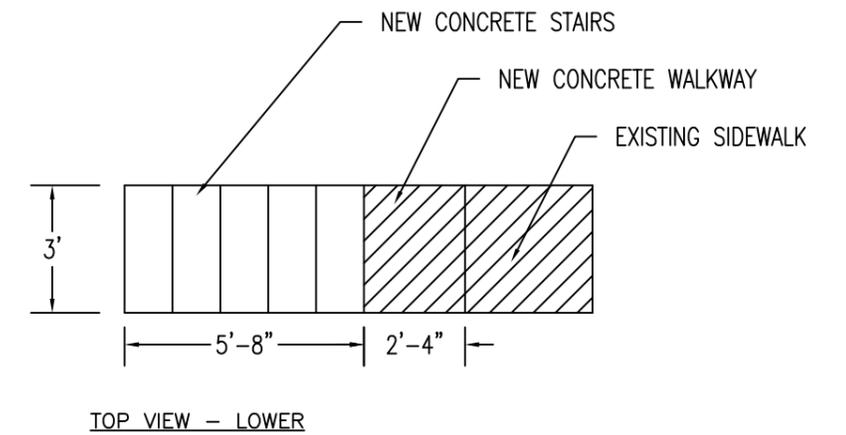
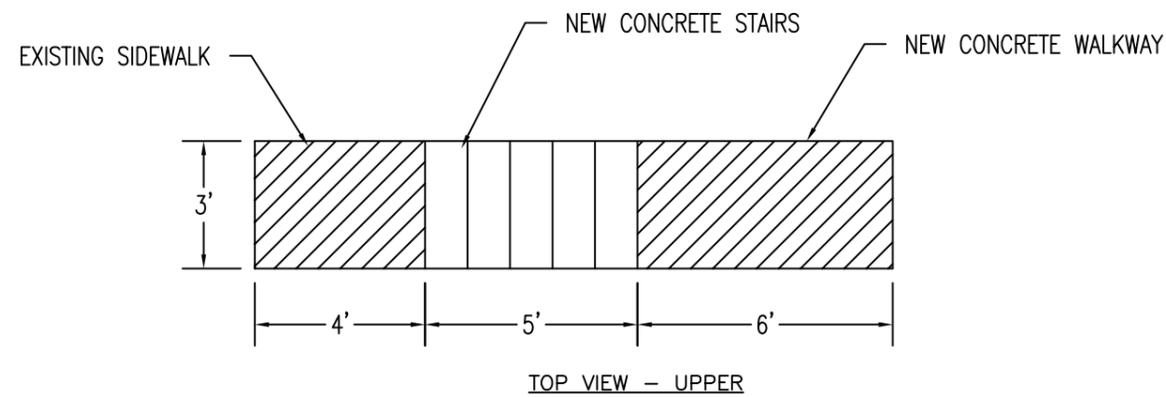
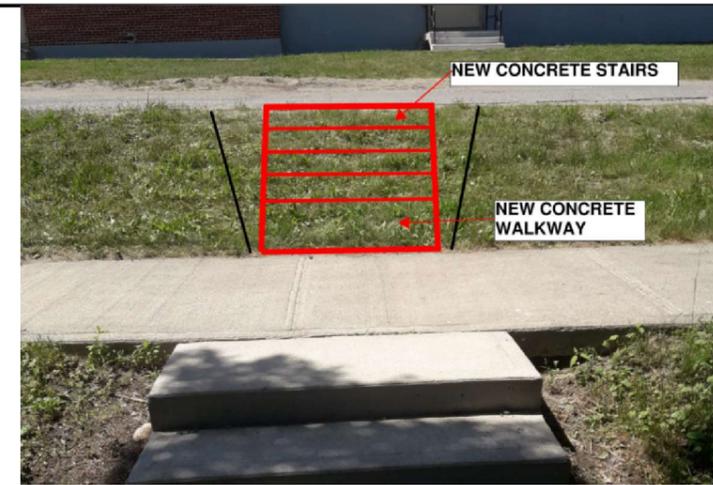
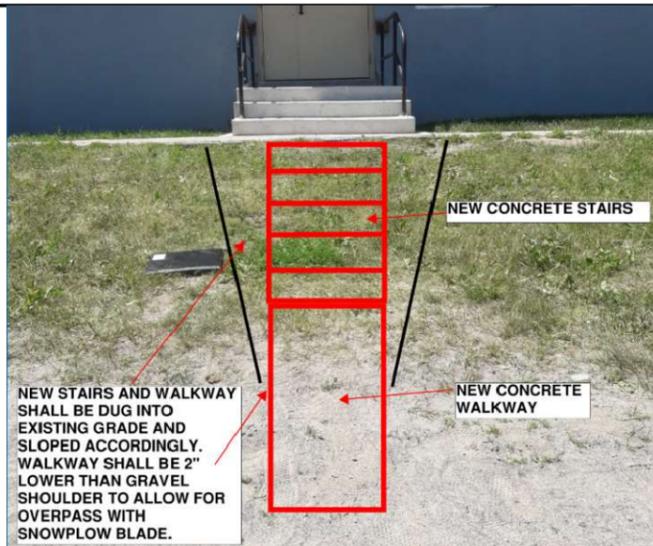
Mitch Lafreniere  
Manager of Physical Assets

---

Doug Walsh  
Director of Public Works

---

Christopher W. Oslund  
City Manager



TITLE:	CONCRETE ACCESS STAIRS	DATE:	06/22/2020
SITE:	367 SUTHERLAND WAY, HAILEYBURY	JOB#:	
CLIENT:	SKYLINE RESIDENTIAL	DRAWN BY:	LR



# Memo

**To:** Public Works Committee  
**From:** Douglas Walsh, Director - Public Works  
**Date:** July 14<sup>th</sup>, 2020  
**Subject:** Consultant Services - Radley Hill Road / ONR Crossing Upgrades  
**Attachments:** Attachment 1 – Hatch Engineering Proposal (Excerpt dated June 25<sup>th</sup>, 2020)  
Attachment 2 - EXP Service Proposal (dated June 26<sup>th</sup>, 2020)

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Mayor and Council:

Further to Memo 006-2020-PW, dated May 5<sup>th</sup>, 2020, staff participated in a number of discussions with Hatch Consultants regarding quotations for services that included the preparation of a conceptual plan and preliminary cost estimate for the proposed upgrades to the Radley Hill Road level crossing as well as the Advanced Warning System located west of the crossing, to meet Transport Canada's current guidelines.

The initial proposal provided by Hatch (dated May 4<sup>th</sup>) included costs associated with the requested scope of work as well as those related to the final design, preparation for and award of eventual tender and project administration costs through construction. This estimate (\$132,980 plus applicable taxes) contained works that far exceeded the requested scope for the "initial assignment" and would have to be borne by the City as "not eligible for of funding", having been dispersed prior to the submission of the application for funding and approval of same. A second estimate was scaled back slightly (\$44,508 plus applicable taxes, dated June 8<sup>th</sup>) but still contained a number of items that far exceeded the work required to complete the application for funding.

Further discussions were held with Hatch and enquiries were also made to other consultants with respect to familiarity with works dealing with Transport Canada and railway crossing requirements. Exp Services indicated their interest in reviewing the project and providing a quotation. A site meeting was held on June 25<sup>th</sup> at 2:00 p.m. with representatives from Exp Services.

On June 25<sup>th</sup>, Hatch provided a third proposal, that more closely outlined the work requested by City staff, at a cost of \$9,600 plus applicable taxes. (Excerpt included as Attachment 1.)

On June 26<sup>th</sup>, Exp Services provided their proposal outlining the works to be considered (included as Attachment 2) at a cost of \$8,795 plus applicable taxes.

As had been outlined to Council in the May 5<sup>th</sup> Memo, representatives from both the City and Ontario Northland Railway agree that this is an excellent project that meets the criteria for submitting a joint application to the TCRSIP. Ontario Northland has already completed the design of the new grade crossing signal system at this location and are currently planning the upgrades 2021.

As the deadline for submitting a joint application is fast approaching (August 1, 2020) and time is of the essence and as a result of discussions with the City Manager, a Purchase Order has been

issued to Exp Services to complete the preliminary work of providing recommendations for safety improvements as well as construction estimates covering the road authority's portion of the work. These recommendations will include, but not be limited to, the grade improvements and run-off mitigation at the crossing, as well as the advance warning lights / controller / interconnection for the warning system.

ONTC has obtained their construction estimates for the costs of the replacement grade crossing warning system, and once the City's estimates have been received the joint application will be completed and submitted to Transport Canada.

By way of this Memo, staff is updating Council on the status of the work discussed in the May 5<sup>th</sup> Memo and the steps that have been taken to proceed in a timely manner in order to submit the required application for funding.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

---

G. Douglas Walsh  
Director of Public Works

---

Christopher W. Oslund  
City Manager

June 25, 2020

Doug Walsh  
City of Temiskaming Shores  
325 Farr Drive, Haileybury ON

Dear Mr. Walsh:

**Subject: Radley Hill Road Grade Crossing Improvements**

The attached Offer for Engineering and Consultancy Services outlines the scope, approach to be used to complete the project, the deliverables and our commercial offer.

If this offer is acceptable to City of Temiskaming Shores, please sign the attached Acceptance and we can mobilize the team to start to undertake this work for you. If you would like to meet with Hatch to clarify and further discuss any aspect of this offer, please call Fanus van Biljon at 604 354 7271 or [Fanus.vanbiljon@hatch.com](mailto:Fanus.vanbiljon@hatch.com) or me at the details below.

Yours truly,



Barry Singer  
Global Director Rail | Infrastructure  
T: +1 604 639 1036 E: [barry.singer@hatch.com](mailto:barry.singer@hatch.com)

BRS:tb

Ref.: Radley Hill Road Grade Crossing Improvement - HATCH (Phase 1) Rev 1.docx  
Attachment(s)

cc: Chris Oslund  
Fanus van Biljon  
Kevin Rutherford

---

## OFFER FOR ENGINEERING AND CONSULTANCY SERVICES

for

### Radley Hill Road Grade Crossing Improvements

June 25, 2020

---

<b>Client Name:</b>	City of Temiskaming Shores
<b>Project Name:</b>	Radley Hill Road Grade Crossing Improvements
<b>Client Contact:</b>	Doug Walsh
<b>Hatch Contact:</b>	Barry Singer <a href="mailto:Fanus.vanbiljon@hatch.com">Fanus.vanbiljon@hatch.com</a> Office: 905 491 7561 Mobile: 519 754 9868
<b>Proposal Number:</b>	33485, Rev. 1
<b>Estimated Start Date:</b>	1 July, 2020
<b>Estimated Completion Date:</b>	14 July, 2020
<b>Cost Basis:</b>	Time and Materials Basis
<b>Project Estimate:</b>	\$9,600.00

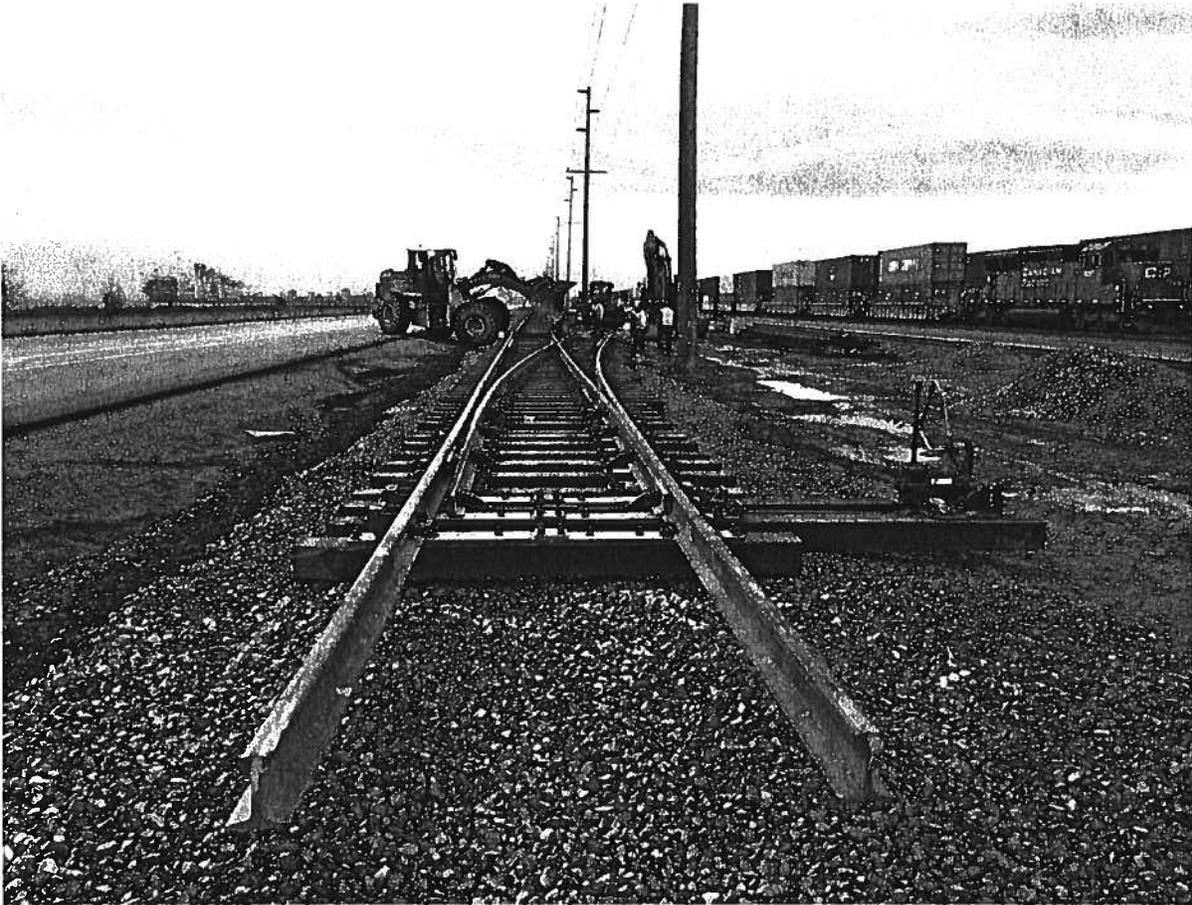
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### Executive Summary

Hatch has more than 40 years of experience performing railroad engineering, and we have more than 500 staff in our Rail and Transit group. More than 70 of these staff also have experience working as employees of Class I railroads, and many have worked in both engineering and operations at these firms. This experience is priceless in understanding the long-term challenges of building, operating and maintaining a railroad. The team have experience working within the confines of an existing operation and understand the complexity of doing brownfield projects. Understanding the needs of the client, and delivering the design for a safe, reliable, cost efficient, easily maintained and operated rail infrastructure can only be achieved successfully by people with this level of experience in the industry. We provide services to various clients who have infrastructure that cross

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Proposal 33485, Rev. 1



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## Introduction

In 2018 a grade crossing assessment, was commissioned by Ontario Northland Railway (ONR) at the public rail crossing located at Mile 111.56 of the ONR Temagami subdivision in the City of Temiskaming Shores, Ontario. As a result of that assessment, non-compliant issues were identified requiring corrective actions to become compliant with Transport Canada's Grade Crossing Regulations (GCR) and Grade Crossing Standards (GCS).

By evaluating and analyzing the identified non-compliances in conjunction with Transport Canada's GCR and GCS requirements and site conditions, our team of industry leading engineers and technologists will develop a solution to ensure the grade crossing is compliant with Transport Canada's guidelines while addressing some of the operational deficiencies identified in the assessments.

Hatch has more than 60 years of experience performing road, railroad and rail crossing engineering, and we have more than 500 staff in our Rail and Transit group. Our Hatch Rail and Signals team performed the recent assessment completed in 2018, as well as a previous assessment in 2014 and Hatch has been retained by ONR to address the signals related non-compliances at the Radley Hill crossing. Hatch's familiarity with the crossing along with the ongoing work with ONR makes Hatch ideally suited for this crossing improvement project.

As discussed with the City we have reviewed our initial proposal to now only include the Phase 1 (improvement concept work, cost estimate and funding support) as set out in the proposal with Phase 2 (detail design) and Phase 3 (construction) having been excluded at this stage.

---

## Scope of Work

### Scope of work:

1. Evaluation of existing site conditions:
  - a. Conduct desktop review to identify potential conceptual scope of work including road and drainage modifications and improvements
  - b. Submit letter report summarizing results of desktop review, including a scope description, basis of estimate and a list of assumptions used to develop the Class D cost estimate.
2. Provide Class D cost estimate.

### Technical Considerations:

The team has done an initial review of the previous reports and has engaged other internal teams who are actively dealing with other grade crossing improvement projects for some of our other clients. The team will consider the points listed below in making recommendations for phase 1 of the project.

The feedback following a review of the previous reports is that it is not recommended to make any gradient changes to the existing road. Changes to the vertical alignment to adhere to the Transport Canada regulations as set out in item 2 below will result in considerable cut (excavation) on the west side and considerable fill on the east side. These gradient easing measures will lead to more excessive gradients for the remainder of the road alignment to the west and east. This would impact all the existing driveways to adjacent landowner properties which would need to be raised or lowered depending on the situation.

Since a potentially regraded road would see even steeper gradients along its length compared to those at present, this is not recommended. The safety of road users during the winter months must be considered in any regrading or road surface changes that might be considered.

Considering the above Hatch recommends that the project would seek to get the existing road gradient "grandfathered in" with the Ontario Ministry of Transport who follows the Transport Canada guidelines through a memorandum of understanding. As the Transport Canada grade crossing regulations apply to all new grade crossings it should be seen as a guide for existing grade crossings as it is recognized that not all of the of the new regulations can be reasonably met by the road or rail authority as there are limitations due to existing site specific conditions. Existing grade crossings should be improved where possible to improve

### List of initial items to be considered in Phase 1:

1. Existing road conditions, road gradient and crossing approach exceed allowable Transport Canada requirements;

2. Existing road cross-section and reinstating a crown on the surface of the road;
3. Existing road drainage;
4. Existing road speed;
5. Within 8m of the nearest rail, road approaches must not exceed a ratio of 1:50 (2%) and 1:20 (5%) for 10m beyond;
6. For roadways with speeds 0-50km/h, roadways can have a maximum slope of 12%. The existing slope on Radley Hill Road is estimated range to be 16% which exceeds Transport Canada's standards;
7. The rail crossing (flangeways) are regularly fouled by sand and gravel that washes into the grade crossing along the road surface.;
8. The table below summarizes the estimated gradients at the grade crossing;

Slope within 8 m of nearest rail (max. 2%) See 7.1	15 %	East	Slope between 8 m & 18 m of nearest rail (max. 5% or 10%) See 7.1	16%	East
	-5 %	West		-6%	West
General Approach Grade	-5 % West		15 % East		

9. Review existing pre-emptive railway flashing lights signal with that which is recommended in the Manual for Uniform Traffic Control Devices as the 'prepare to Stop at Railway Crossing Sign'.

**Recommended study areas:**

The following main technical solutions will be investigated in phase 1 for concept design and cost estimation.

- a. Investigate a permanent solution including road and drainage improvements, specifically the road cross-section and road drainage system;
- b. Investigate feasibility of a permanent catch structure on the uphill side of the crossing to intercept the gravel and sand.

**Exclusions:**

1. Geotechnical & environmental field assessment;
2. Topographic survey.

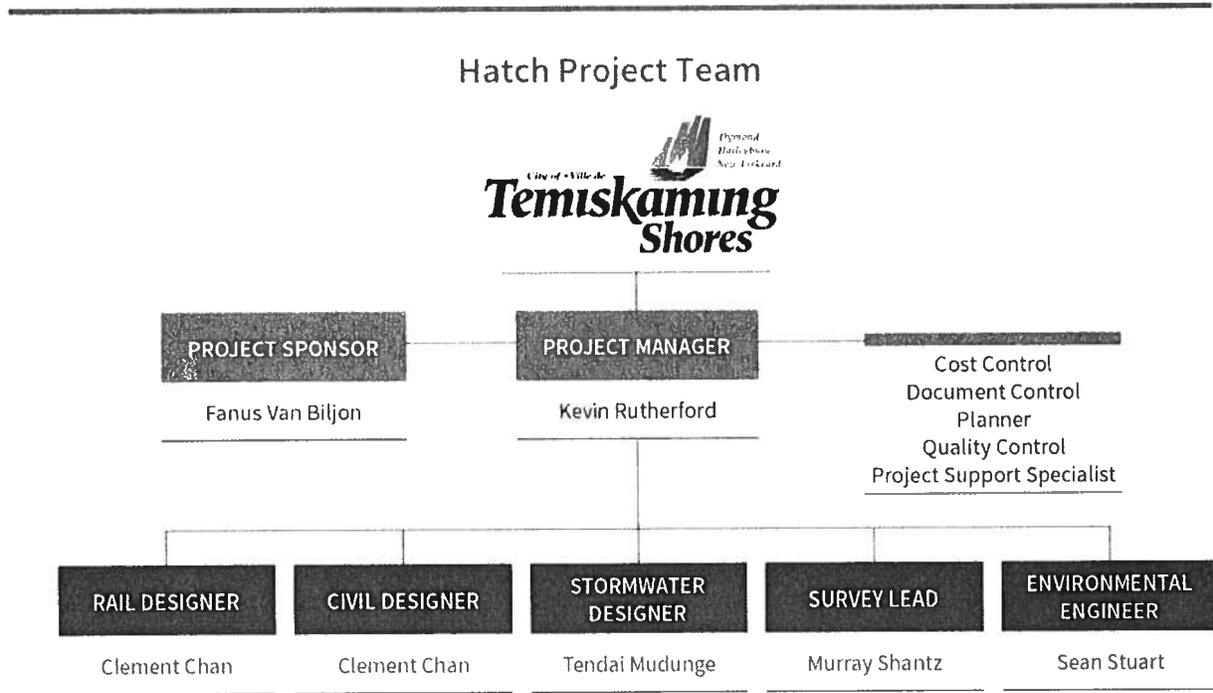
## Execution Plan

**Deliverables:**

1. Summary report from desktop review, including scope of work and basis of cost estimate;
2. Conceptual design for estimation purposes;
3. Class D cost estimate.

**Schedule:**

The project work can commence within 2 weeks of receiving signed authorization. Assuming an expected start date of July 1, 2020 the target completion date with conceptual design and Class D cost estimate would be July 14, 2020. Detail design, procurement and construction phases will commence on a date as determined by the City once funding is available.



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## Commercial Offer

The overall cost is estimated to be \$9,600.00 based on a time and materials basis.

Hatch will perform the work outlined in this Offer for Engineering and Consultancy Services in accordance with the attached Schedule of Rates and Professional Services Terms and Conditions. This letter, the Statement of Work, attached Professional Services Terms and Conditions (**Appendix B**) and Hatch Schedule of Rates (**Appendix C**) form the whole agreement between City of Temiskaming Shores and Hatch.

This offer remains valid for a period of 30 days from the date of this letter.

DESCRIPTION	HOURS	COST
<b>Project Management &amp; Admin</b>	4	\$884.00
<b>Site Evaluation</b>		
Desktop Review	8	\$1,540.00
<b>Conceptual Design &amp; Cost Estimate</b>	40	\$7,176.00
	<b>TOTAL</b>	<b>\$9,600.00</b>



Engineering Consulting Services for:

**Radley Hill Road Railway Crossing  
Improvements Conceptual Design and  
Class 'D' Cost Estimate.**

The Corporation of the City of Temiskaming Shores

**Prepared By:** Amy Kwaka  
**Reviewed By:** Brad Gilbert

EXP Services Inc.  
310 Whitewood Ave. West  
New Liskeard, ON P0J 1P0  
Phone: +1.705.647.4311  
Fax: +1.705.647.3111  
EXP.com

**Date Submitted:** June 26th 2020

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- 2 Project Understanding.....3**
  - 2.1 Background and Scope of the Work.....3
  - 2.2 Project Approach and Methodology .....3
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- 3 Project Team.....4**
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  - 3.2 Project Manager – Brad Gilbert, A.Sc.T., rcsi .....4
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  - 3.4 Insurance .....4
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- 5 Estimated Fees .....5**
- 6 Conclusion.....6**

# 1 Introduction

## 1.1 EXP Company Profile

EXP Services Inc. (EXP) is pleased to provide the Corporation of the City of Temiskaming Shores, hereinafter referred to as “the City”, with our submission for Consulting Engineering Services for Radley Hill Road Railway Crossing Improvements – Conceptual Design.

EXP New Liskeard is a full-service, multi-disciplinary engineering firm locally based in the City of Temiskaming Shores which has provided services for the City of Temiskaming Shores and many other clients throughout the Northern area. With a strong presence in Northern Ontario, we are well-positioned to undertake this project with our experienced team of project managers, designers, and support staff.

EXP New Liskeard has maintained municipal, private and ministry clients ranging from Temagami to Moosonee and are well versed in the engineering practices and procedures for our Northern area providing services that have been completed on budget and within specified timelines. The services and staff identified in this proposal shall be provided through EXP New Liskeard and will be the entity assuming the contractual responsibilities on this assignment.

# 2 Project Understanding

## 2.1 Background and Scope of the Work

It is our understanding that the City is seeking a qualified firm to provide a conceptual design and cost estimate for improvements to the Ontario Northland Railway (ONR) crossing located on Radley Hill Road.

The existing crossing has several noncompliant issues that have been previously assessed and require corrective action. The intent is to provide upgrades resulting in the crossing being compliant with Transport Canada’s (TC) Grade Crossing Regulations (GCR) and Grade Crossing Standards (GCS).

It is understood that, at this time, the improvement is limited to conceptual work for use in supporting a funding application. Detailed design is not included in this scope of work.

## 2.2 Project Approach and Methodology

EXP will evaluate and analyze the identified noncompliance issues and review the requirements from the TC standards and regulations in conjunction with site information. A solution will be developed to address noncompliant issues which will likely result in an improvement to the grade on Radley Hill Road.

The existing grade on Radley Hill Road exceeds the grade recommendation of 12%. It is anticipated that a grade change on Radley Hill Road, West of the railway crossing will result in a safer railway crossing as well as increase safety of the roadway. In addition to a grade improvement, it is anticipated that the crown of the road will be reestablished and asphalt pavement will be placed on both sides of the rail crossing to decrease the amount of silt and granular material that historically makes its way into the railway crossing (flangeways) resulting in additional maintenance. Drainage improvements will be performed as part of the roadway improvements.

In addition to the above noted improvements, pre-emptive railway flashing light signals (‘prepare to stop at railway crossing’ sign) will be reviewed for installation at the Radley Hill Road crossing. The implementation of railway flashers will be reviewed based on criteria provided in the Manual for Uniform Traffic Control Devices.

After review of data and consideration of corrective actions, EXP will prepare a cost estimate for the proposed works and for use in the funding application.

### 2.2.1 Provisional Survey

If required, an engineering topographical survey will be conducted to facilitate the conceptual design. The topographical survey will detail areas of concern and existing features for the development of accurate and concise

3D site plan. It may be necessary to establish vertical and horizontal control points within the site location, in UTM format, for utilization during the conceptual design and for later use during the construction stage.

Collection of existing features shall be done by means of GPS and Total Station surveying methods. The digital data will be used to create a site plan and digital terrain model (DTM) with Auto-CAD Civil 3D software.

## 3 Project Team

### 3.1 Senior Engineer/Office Manager – Nolan Dombroski, P.Eng

10 Years Experience

Mr. Dombroski will be the Senior Engineer for this assignment. He will be responsible for the final project review and approval.

Mr. Dombroski is a licensed Professional Engineer with over 10 years of experience in the design of municipal roadways, highways, watermains, sewer systems, treatment plants, and pumping stations. He has experience as a Senior Engineer on municipal, provincial, and private infrastructure jobs. Mr. Dombroski has significant experience with water distribution, modelling, and design, and has developed numerous models for various locations across Ontario. He has also worked in the past as a construction supervisor on a trunk sanitary sewer replacement project which included watermain replacement and road reconstruction.

### 3.2 Project Manager – Brad Gilbert, A.Sc.T., rcsi

28 Years Experience

Mr. Gilbert will serve as the PM and the technical contact person for EXP on this assignment. As PM, he is authorized to make decisions on behalf of EXP with respect to this contract.

Mr. Gilbert is a Civil Engineering Technologist with over 28 years of experience in the field. He has a wide variety of municipal design, surveying, and contract administration experience in numerous projects throughout the northern corridor. These projects involved the design and/or replacement of watermains, sanitary sewers, and storm sewers, as well as complete road reconstruction.

Mr. Gilbert will have the overall responsibility for the timely delivery of the services in accordance with the requirements of the RFP. He will be responsible for the delivery of all services and deliverables, as well as the co-ordination of all disciplines to facilitate the completion of the assignment in accordance with the City's timelines.

Mr. Gilbert will be the City's sole point of contact for all technical matters pertaining to the Agreement, and he will have the ultimate decision-making authority on behalf of the consulting team. He will monitor the activities of the designers and the Technical Support Staff.

### 3.3 Civil Designer – Terry Pascoe

6 Years Experience

Mr. Pascoe, B.Eng, has 6 years of experience as a Civil Designer at the EXP New Liskeard office. His experience includes involvement through multiple stages of various types of projects, including multiple street reconstruction, grading plans, and design of sanitary sewers, watermains, and storm sewers.

As a Civil Designer, Mr. Pascoe will be responsible for the design of the proposed grade change, drainage improvements and crossfall corrections. This includes overseeing the implementation of the conceptual designs into plan and profile drawings.

### 3.4 Insurance

EXP is a Professional Consulting Engineering firm, as such, Professional Liability insurance for any actual or alleged error, omission, or negligent act arising out of the professional services provided by EXP, including environmental services, will be provided.

EXP will provide our generic insurance certificates upon award, if requested.

The insurance includes coverage for liability arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, including, but not limited to, any solid, liquid, gaseous or thermal irritants, toxic or hazardous substances, and contaminants.

Our insurance certificates will show that we are covered for the following

- General Liability           \$2,000,000.00
- Professional Liability   \$2,000,000.00
- Automobile                 \$2,000,000.00

## 4 EXP'S Health and Safety Policy

At EXP, we are committed to fostering excellence in environment, health and safety ("EHS") performance in all aspects of our business. We strive to create an injury-free and environmentally responsible workplace for the benefit of our employees, our clients, our business partners and the communities where we work. Excellence in the management of EHS responsibilities and issues is a fundamental corporate responsibility and part of the EXP way of doing business.

EXP's Executive Committee has overall responsibility for EHS matters and leads the strategic direction and performance monitoring of activities carried out by the EHS function in the company. Our business unit leaders also have overall accountability for EHS matters within their businesses and are responsible for implementing organizational arrangements to ensure compliance with this policy and applicable laws.

EXP's employees, at all levels, have a personal responsibility to take due care and follow the company's EHS rules. They also have a responsibility to warn others of potential hazards and unsafe behaviors. Fulfilling these responsibilities is an employment obligation and is consistent with EXP's Worldwide Code of Ethics and Business Conduct.

EXP conducts its business in accordance with the following key EHS principles and is dedicated to creating effective management systems that are based upon the following:

- Meeting or exceeding all applicable laws, regulations and other requirements to which EXP is subject and monitoring compliance with such requirements through periodic assessment;
- Commitment to an injury-free workplace through employee involvement and continual improvement in EHS performance and hazard reduction;
- Robust training systems to ensure that all persons working for or on behalf of the company are competent to fulfill their EHS responsibilities;
- Promotion of health and wellness of our employees;
- Consideration of EHS issues during acquisitions and divestitures;
- Selecting competent subcontractors who will commit to complying with EXP's EHS standards and requirements;
- Communicating with persons working for, or on behalf of, EXP and other stakeholders regarding EXP's EHS policies, programs and performance;
- Update and report to the Executive Committee, on a periodic basis, performance in respect of EHS goals and related metrics for continuous improvement;

Overall, EXP is committed to continually improving our EHS standards, culture and performance and will continue to maintain appropriate controls to ensure compliance with this policy.

## 5 Estimated Fees

Our estimated fee to perform the above noted work is \$8,795.00. The provisional topographical survey has an estimated cost of \$2,475.00.

## 6 Conclusion

EXP Services Inc. is confident that we have the experience, ability and project understanding to successfully undertake this assignment and to provide the City of Temiskaming Shores with a conceptual design of the Radley Hill Road Railway Crossing Improvements that meets the requirements for a funding submission.



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Brad Gilbert, A.Sc.T., rcsi  
Project Manager.



**Subject:** Contract Award –  
Supply & Deliver HDPE Culvert Liner

**Report No.:** PW-021-2020  
**Agenda Date:** July 14<sup>th</sup>, 2020

**Attachments**

- Appendix 01:** PW-RFQ-006-2020 - Quotation Results
- Appendix 02:** Draft Agreement (**Refer to By-law No. 2020-079**)

**Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-021-2020;
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with *ICONIX Waterworks* for the Supply and Delivery of a 2100mm diameter Culvert Liner in the amount of \$41,400.92, plus applicable taxes, for consideration at the July 14, 2020 Regular Council meeting.

**Background**

As required the City of Temiskaming Shores procures the services of qualified suppliers for the supply and delivery of specialized materials for use in the operations maintenance repairs and capital improvements at various locations within the City of Temiskaming Shores. As part of the 2020 Capital Improvements program, a large diameter culvert on located on West Road was approved for upgrades by installing a HDPE Liner. This work is to be completed using City staff.

The Request for Quotation documents were prepared and PWO-RFQ-006-2020 was distributed to previous and known potential bidders with closing date at 2:00 p.m. on June 30<sup>th</sup>, 2020.

**Analysis**

At the time of closure only two (2) submissions were received.

<b>Supplier</b>	<b>Sub-total</b>	<b>HST</b>	<b>Total</b>
Iconix Waterworks	\$41,400.92	\$5,382.12	\$46,783.04
Wamco Waterworks	\$45,451.08	\$5,908.64	\$51,359.72

Each of the suppliers have previously provided materials to the City as well as other municipalities throughout Ontario and have demonstrated the ability to fulfil the orders work as required.

The quotations were analysed for errors and/or omissions were found to be correct and complete. The acquisition process is in keeping with the City's Procurement Policy (By-law No. 2017-015).

The quotation amount for the intended supply is considered to be reasonable and within the approved and allotted budget for culvert maintenance.

### **Relevant Policy / Legislation/City By-Law**

- 2020 Public Works Operations Budget
- By-Law No. 2017-015, Procurement Policy, Section 10.2 Request for Quotation

### **Asset Management Plan Reference**

- N/A

### **Consultation / Communication**

- Public Tender Opening, June 30<sup>th</sup> 2020.
- Administrative Report PW-021-2020, dated July 14<sup>th</sup>, 2020.

### **Financial / Staffing Implications**

This item has been approved in the current budget: Yes  No  N/A

This item is within the approved budget amount: Yes  No  N/A

A total of \$125,000 has been included in the 2020 Public Works Capital Budget. The balance of the budget allocation will be used for equipment rental as well as material and supply purchases (grout, filter cloth etc.). By utilizing internal forces and based on the cost for the liner as noted above, all remaining materials, supplies and equipment charges are expected to be within the approved Budget allocation.

### **Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

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G. Douglas Walsh, CET  
Director of Public Works

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Christopher W. Oslund  
City Manager

Document Title: **PWO-RFQ-006-2020 HDPE Culvert Reline**

Closing Date: **Tuesday, June 30, 2020**

Closing Time: **2:00 p.m.**

Department: **Public Works**

Opening Time: **2:15 p.m.**

Attendees via teleconference: **705-672-2733 Ext. 774**

**City of Temiskaming Shores:**

Logan Belanger, Clerk	Doug Walsh, Director of Public Works	Jeremie Latour, Engineering Technologist
Airianna Leveille, Public Works Clerk		

**Others:**

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**Submission Pricing**

Bidder: **ICONIX Waterworks**

Existing Culvert Diameter	Existing Length	Outside Diameter MAX (OD)	Required Liner Length	Unit Price per m	Total
240 mm / CSP	38 metres	2100 mm	40 m (40.24 m)	1,028.85	41,400.92
				Subtotal	41,400.92
				H.S.T.	5,382.12
				Total	46,783.04

Bidder: **Wamco Waterworks**

Existing Culvert Diameter	Existing Length	Outside Diameter MAX (OD)	Required Liner Length	Unit Price per m	Total
240 mm / CSP	38 metres	2100 mm (78/1980 RSC160 THRD)	40 m (40.24 m)	1,129.50	45,451.08
				Subtotal	45,451.08
				H.S.T.	5,908.64
				Total	51,359.72

**Note:** All offered prices are offers only and are subject to scrutiny. Submissions will be reviewed for errors, omissions and accuracy prior to any awarding. All proponents whether successful or not will be notified of results, in writing at a later date.

# Memo

**To:** Mayor and Council  
**From:** Mathew Bahm, Director of Recreation  
**Date:** July 14, 2020  
**Subject:** Seniors Community Grant Program  
**Attachments:** None

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Mayor and Council:

The Age Friendly Committee continues to move the Age Friendly Action Plan forward and have identified a funding source that may assist in achieving their goals for 2020-2021.

The AFC has identified two projects to consider for this funding opportunity. The first is, working with the Chamber of Commerce, the New Liskeard BIA and other local businesses to make businesses more age friendly. The second project under consideration would be a review, update and redistribution of the Age Friendly Community Guide, last updated in November 2017.

Both of these projects are identified as opportunities within the Age Friendly Progress Report that have not been fulfilled or need updating.

Staff is recommending that Council approve a funding application to the Seniors Community Grant Program, funded by the Province of Ontario.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

“Original Signed By”

“Original Signed By”

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Mathew Bahm  
Director of Recreation

---

Christopher W. Oslund  
City Manager

**Subject:** Arena Room Lease Agreements

**Report No.:**

RS-008-2020

**Agenda Date:**

July 14, 2020

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### **Attachments**

1. Proposed Lease Agreement – Temiskaming Shores Minor Hockey Association
2. Proposed Lease Agreement – New Liskeard Figure Skating Club
3. Proposed Lease Agreement – New Liskeard Cubs Midget “AAA” Hockey Team
4. Proposed Lease Agreement – New Liskeard Lions Midget Hockey Team
5. Proposed Lease Agreement – Grant Propane Oldtimers Hockey Club
6. Proposed Lease Agreement – Haileybury Figure Skating Club
7. Proposed Lease Agreement – Armstrong Oldtimers Hockey Club

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-008-2020;
2. That Council approves the draft lease agreements included with Administrative Report No. RS-008-2020; And
3. That Council delegates authority to the Director of Recreation to execute lease agreements for rooms within the Don Shepherdson Memorial Arena and the Shelley Herbert-Shea Memorial Arena.

### **Background**

At the Special Meeting of Council on January 15, 2020, Council reviewed the proposed Recreation Department budget including the recommendation to draft and sign lease agreements with all user groups who use private rooms within the Don Shepherdson Memorial Arena and the Shelley Herbert-Shea Memorial Arena. At the Special Meeting of Council on January 28, 2020, Resolution No. 2020-072 and Resolution 2020-073 were adopted as follows:

*Be it resolved that Council for the City of Temiskaming Shores confirms the budget changes as presented by Recreation Services at the January 15, 2020 Special Council meeting as follows:*

- *An increase in revenues for the Don Shepherdson Memorial Arena for lease agreements within the Recreation Services Operational Budget in the amount of \$6,000 resulting in an allocation of \$16,199.*

*Be it resolved that Council for the City of Temiskaming Shores confirms the budget changes as presented by Recreation Services at the January 15, 2020 Special Council meeting as follows:*

- *An increase in revenues for the Shelly Herbert-Shea Memorial Arena for lease agreements within the Recreation Services Operational Budget in the amount of \$2,400 resulting in an allocation of \$4,800.*

Before the lease agreements could be drafted and implemented the City had to close facilities and change operations due to COVID-19. The COVID-19 pandemic has forced user groups to cancel or modify their programming with no date for a resumption of normal activities known at this time.

The implementation of lease agreements for private rooms within our arenas was a topic discussed at the Arena Users Meeting on May 20, 2020. Five of the seven affected user groups were in attendance at the meeting. Staff discussed the plan for the implementation of arena lease agreements and user groups were able to offer feedback.

Due to the COVID-19 pandemic, it was recommended to the Recreation Committee at the Special Recreation Committee Meeting of June 15, 2020 to implement these lease agreements at a cost of \$1 for an 11-month term, running from August 1, 2020 until June 30, 2020. The Recreation Committee reviewed the proposed lease agreements and passed the following recommendation:

*Be it recommended that the Recreation Committee reviewed the proposed Arena Room Lease Template and directs staff to submit an administrative report to Council for the July 14, 2020 regular meeting of Council for consideration.*

Following the recommendation of the draft lease agreements by the Recreation Committee, the seven affected user groups were emailed a copy of their draft lease agreement and offered a final chance to provide feedback.

## **Analysis**

The seven rooms within our arenas to be leased have been utilized by local user groups for a number of years without formal agreements with the City. All other tenants within municipally owned buildings have lease agreements in place including those who pay minimal or no rent for their space(s). Going forward it is in the best interest of the municipality to have agreements in place for these spaces. The agreements provide the municipality with protection in the event of negligence of the user, provide assurances that they will follow municipal by-laws and ensures that tenants are required to keep their leased space at a respectable level of cleanliness.

With COVID-19 still a concern, there is uncertainty surrounding when hockey and figure skating programs will return to normal. Since our user groups are still facing this

uncertainty including what this may mean for their revenues, staff has recommended that the fee for usage of these facility spaces be set at \$1 for the term of the lease. The lease agreements will run for an 11-month term from August 1, 2020 until June 30, 2021. At the conclusion of this term, user groups will be offered the chance to renew their agreements for a longer term at a monthly rate determined at a later time. Staff have identified July 1<sup>st</sup> as the most appropriate renewal date going forward so the lease agreements are slated to run from August 1, 2020 until June 30, 2021.

### **Financial / Staffing Implications**

This item has been approved in the current budget: Yes  No  N/A

This item is within the approved budget amount: Yes  No  N/A

Due to COVID-19 our ability to meet our targets for non-ice facility rentals within the Don Shepherdson Memorial Arena and the Shelley Herbert-Shea Memorial Arena will be mostly determined by what changes, if any, the Province of Ontario makes to current regulations. By not charging a fee for these lease agreements, it is unlikely that we will meet our budgeted revenue numbers regardless of any provincial regulatory changes.

### **Alternatives**

Council has the option to not require user groups to enter into lease agreements for the use of private space within our arenas.

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original Signed By"

"Original Signed By"

\_\_\_\_\_  
Mathew Bahm  
Director of Recreation

\_\_\_\_\_  
Christopher W. Oslund  
City Manager



Lease Agreement between

**The Corporation of the City of Temiskaming Shores**

and

**Temiskaming Shores Minor Hockey Association**

For the use of Room #9 in the Don Shepherdson Memorial  
Arena.

**The Corporation of the City of Temiskaming Shores**

- and -

**Temiskaming Shores Minor Hockey Association**

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**LEASE**

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Matt Bahm  
Director of Recreation  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

THIS LEASE made this \_\_\_ day of July, 2020.

**between:**

**The City of Temiskaming Shores**

*hereinafter called the "Landlord"*

-and-

**Temiskaming Shores Minor Hockey Association**

*hereinafter called the "Tenant"*

**Whereas** the Applicant is desirous of renting Room #9 owned by the City of Temiskaming Shores at the Don Shepherdson Memorial Arena from August 1<sup>st</sup> 2020 to June 30<sup>th</sup>, 2021.

**And whereas** it is necessary and desirous to establish certain guidelines and rules for the purpose of the rental of the aforesaid premises;

**And whereas** it is understood that the Temiskaming Shores Minor Hockey Association President hereby undertake and agree to be responsible for compliance with all requirements under the Agreement;

**And whereas** the parties hereto have agreed to enter into this Lease.

### **1. Leased Premises**

The Landlord hereby demises and leases to the Tenant Room #9 owned by the City of Temiskaming Shores at the Don Shepherdson Memorial Arena as described hereinafter called the "premises".

The Landlord agrees to rent to the Tenant premises owned by the Landlord in accordance to the following:

- a) Use of **Room #9** located in the **Don Shepherdson Memorial Arena**, exclusively for the duration of the lease:

### **2. Term**

**To hold** the premises for a term commencing on August 1, 2020, to June 30, 2021.

### **3. Rent**

The Tenant shall pay the Landlord One Dollar (\$1) plus applicable taxes yearly for the rental of the Premises payable annually in advance of August 1<sup>st</sup> of each year.

### **4. Tenants Covenants**

- a) **Rent** - to pay rent;

- b) **Insurance** - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the Landlord prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.
- c) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- d) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- e) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;
- f) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- g) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of, volunteers of, or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the Landlord but in each case only under written contract

approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the Landlord shall submit to the Tenant or the Landlord's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the Landlord;

- h) **Facility Fees** - to pay the applicable rate for all other municipal services as outlined in the current Municipal Fees By-Law;
- i) **Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than to conduct normal activities of their organization;
- j) **Equipment** - to cover any and all costs associated with providing equipment for use by the tenant including but not limited to laundry, office furniture, and/or skate sharpener;
- k) **By-laws** - to follow all applicable by-laws and policies of the City of Temiskaming Shores;
- l) **Cleaning** - to keep the premises in a clean, tidy manner, such that the leased spaces are in compliance with applicable building and fire regulations and such that the premises do not attract vermin and/or provide unreasonable opportunities for the transmission of communicable diseases.

## 5. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Tenant on account thereof;
- c) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- d) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;
- e) **Keys** - to provide one (1) key to access the facility and two (2) keys to access the leased space.

## 6. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Landlord may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Landlord's fixtures in or upon the

premises, whether placed there by the Landlord or by the Tenant, shall be the Tenant's property without compensation therefore to the Landlord and shall not be removed from the premises at any time (either during or after the term);

- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Tenant, instead of re-building or making the premises fit for the purpose of the Landlord, may at its option terminate this lease on giving to the Landlord within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Landlord is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Landlord shall immediately deliver up possession of the premises to the Tenant;
- c) **Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Landlord or to the employees of the Landlord or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Landlord;
- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Tenant shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Tenant shall be relieved from the fulfillment of such obligation and the Landlord shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) **Default of Landlord** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Landlord to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Tenant shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of

the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;

- f) **Bankruptcy of Landlord** - In case without the written consent of the Tenant the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Landlord or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Landlord shall at any time be seized in execution or attachment by any creditor of the Landlord or if the Landlord shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Landlord is a company any order shall be made for the winding up of the Landlord), then in any such case this lease shall at the option of the Tenant cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Tenant may re- enter and take possession of the premises as though the Landlord or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Landlord waives and renounces the benefit of any present or future statute taking away or limiting the Tenant's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Landlord on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) **Right of re-entry** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant in addition to all other rights may do so as the agent of the Landlord, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Landlord, and receive the rent therefore, and as agent of the Landlord may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Landlord shall be liable to the Tenant for any deficiency;
- i) **Right of termination by the Landlord** - The lease may be terminated for any valid operational reason;
- j) **Right of termination by the Tenant** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Landlord is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Landlord shall immediately deliver up possession of the Premises to the Tenant, and the Tenant may re-enter and take possession of the premises;
- k) **Right of Renewal** - The Tenant shall have the right, if not otherwise in default, of renewing the lease. Terms and conditions to be negotiated at signing. The Tenant

shall be required to give written notice of his intention to renew the lease on or before the 1<sup>st</sup> day of May prior to the commencement of the renewal term.

At the end of the term of this agreement and where a new agreement has not been entered into the Tenant may continue to occupy the facility on a month to month basis under the same terms as were previously agreed to until such time the terms are renegotiated, unless the Landlord gives notice to vacate in writing. Such notice shall be a minimum of sixty (60) days;

- l) **Notice** - All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business;

The Landlord:

**City of Temiskaming Shores**  
P.O. Box 2050 / 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

Attn.: Director of Recreation

## 7. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof;

## 8. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Landlord or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed and Sealed in  
the presence of )

**Temiskaming Shores Minor  
Hockey Association**

\_\_\_\_\_  
Signing Authority  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Director of Recreation – Mathew Bahm

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Lease Agreement between

**The Corporation of the City of Temiskaming Shores**

and

**New Liskeard Figure Skating Club**

For the use of Room #10 in the Don Shepherdson Memorial  
Arena.

**The Corporation of the City of Temiskaming Shores**

- and -

**New Liskeard Figure Skating Club**

---

**LEASE**

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Mathew Bahm  
Director of Recreation  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

THIS LEASE made this \_\_\_\_ day of July, 2020.

**between:**

**The City of Temiskaming Shores**

*hereinafter called the "Landlord"*

-and-

**New Liskeard Figure Skating Club**

*hereinafter called the "Tenant"*

**Whereas** the Applicant is desirous of renting Room #10 owned by the City of Temiskaming Shores at the Don Shepherdson Memorial Arena from August 1<sup>st</sup> 2020 to June 30<sup>th</sup>, 2021.

**And whereas** it is necessary and desirous to establish certain guidelines and rules for the purpose of the rental of the aforesaid premises;

**And whereas** it is understood that the New Liskeard Figure Skating Club President hereby undertake and agree to be responsible for compliance with all requirements under the Agreement;

**And whereas** the parties hereto have agreed to enter into this Lease.

### **1. Leased Premises**

The Landlord hereby demises and leases to the Tenant Room #10 owned by the City of Temiskaming Shores at the Don Shepherdson Memorial Arena as described hereinafter called the "premises".

The Landlord agrees to rent to the Tenant premises owned by the Landlord in accordance to the following:

- a) Use of **Room #10** located in the **Don Shepherdson Memorial Arena**, exclusively for the duration of the lease:

### **2. Term**

**To hold** the premises for a term commencing on August 1, 2020, to June 30, 2021.

### **3. Rent**

The Tenant shall pay the Landlord One Dollar (\$1) plus applicable taxes yearly for the rental of the Premises payable annually in advance of August 1<sup>st</sup> of each year.

### **4. Tenants Covenants**

- a) **Rent** - to pay rent;

- b) **Insurance** - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the Landlord prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.
- c) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- d) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- e) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;
- f) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- g) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of, volunteers of, or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the Landlord but in each case only under written contract

approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the Landlord shall submit to the Tenant or the Landlord's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the Landlord;

- h) **Facility Fees** - to pay the applicable rate for all other municipal services as outlined in the current Municipal Fees By-Law;
- i) **Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than to conduct normal activities of their organization;
- j) **Equipment** - to cover any and all costs associated with providing equipment for use by the tenant including but not limited to laundry, office furniture, and/or skate sharpener;
- k) **By-laws** - to follow all applicable by-laws and policies of the City of Temiskaming Shores;
- l) **Cleaning** - to keep the premises in a clean, tidy manner, such that the leased spaces are in compliance with applicable building and fire regulations and such that the premises do not attract vermin and/or provide unreasonable opportunities for the transmission of communicable diseases.

## 5. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Tenant on account thereof;
- c) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- d) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;
- e) **Keys** - to provide one (1) key to access the facility and two (2) keys to access the leased space.

## 6. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Landlord may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Landlord's fixtures in or upon the

premises, whether placed there by the Landlord or by the Tenant, shall be the Tenant's property without compensation therefore to the Landlord and shall not be removed from the premises at any time (either during or after the term);

- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Tenant, instead of re-building or making the premises fit for the purpose of the Landlord, may at its option terminate this lease on giving to the Landlord within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Landlord is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Landlord shall immediately deliver up possession of the premises to the Tenant;
- c) **Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Landlord or to the employees of the Landlord or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Landlord;
- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Tenant shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Tenant shall be relieved from the fulfillment of such obligation and the Landlord shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) **Default of Landlord** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Landlord to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Tenant shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of

the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;

- f) **Bankruptcy of Landlord** - In case without the written consent of the Tenant the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Landlord or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Landlord shall at any time be seized in execution or attachment by any creditor of the Landlord or if the Landlord shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Landlord is a company any order shall be made for the winding up of the Landlord), then in any such case this lease shall at the option of the Tenant cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Tenant may re- enter and take possession of the premises as though the Landlord or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Landlord waives and renounces the benefit of any present or future statute taking away or limiting the Tenant's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Landlord on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) **Right of re-entry** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant in addition to all other rights may do so as the agent of the Landlord, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Landlord, and receive the rent therefore, and as agent of the Landlord may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Landlord shall be liable to the Tenant for any deficiency;
- i) **Right of termination by the Landlord** - The lease may be terminated for any valid operational reason;
- j) **Right of termination by the Tenant** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Landlord is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Landlord shall immediately deliver up possession of the Premises to the Tenant, and the Tenant may re-enter and take possession of the premises;
- k) **Right of Renewal** - The Tenant shall have the right, if not otherwise in default, of renewing the lease. Terms and conditions to be negotiated at signing. The Tenant

shall be required to give written notice of his intention to renew the lease on or before the 1<sup>st</sup> day of May prior to the commencement of the renewal term;

At the end of the term of this agreement and where a new agreement has not been entered into the Tenant may continue to occupy the facility on a month to month basis under the same terms as were previously agreed to until such time the terms are renegotiated, unless the Landlord gives notice to vacate in writing. Such notice shall be a minimum of sixty (60) days;

- l) **Notice** - All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Landlord:

**City of Temiskaming Shores**  
P.O. Box 2050 / 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

Attn.: Director of Recreation

## 7. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

## 8. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Landlord or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed and Sealed in )  
the presence of )

**New Liskeard Figure Skating Club**

\_\_\_\_\_  
Signing Authority  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Director of Recreation – Mathew Bahm

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Lease Agreement between

**The Corporation of the City of Temiskaming Shores**

and

**New Liskeard Cubs Midget “AAA” Hockey Club**

For the use of Room #11 in the Don Shepherdson Memorial  
Arena.

**The Corporation of the City of Temiskaming Shores**

- and -

**New Liskeard Cubs Midget “AAA” Hockey Club**

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**LEASE**

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Mathew Bahm  
Director of Recreation  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

THIS LEASE made this \_\_\_\_ day of July, 2020.

**between:**

**The City of Temiskaming Shores**

*hereinafter called the "Landlord"*

-and-

**New Liskeard Cubs Midget "AAA" Hockey Club**

*hereinafter called the "Tenant"*

**Whereas** the Applicant is desirous of renting Room #11 owned by the City of Temiskaming Shores at the Don Shepherdson Memorial Arena from August 1<sup>st</sup> 2020 to June 30<sup>th</sup>, 2021.

**And whereas** it is necessary and desirous to establish certain guidelines and rules for the purpose of the rental of the aforesaid premises;

**And whereas** it is understood that the New Liskeard Cubs Midget "AAA" Midget Hockey Club President hereby undertake and agree to be responsible for compliance with all requirements under the Agreement;

**And whereas** the parties hereto have agreed to enter into this Lease.

#### **1. Leased Premises**

The Landlord hereby demises and leases to the Tenant Room #11 owned by the City of Temiskaming Shores at the Don Shepherdson Memorial Arena as described hereinafter called the "premises".

The Landlord agrees to rent to the Tenant premises owned by the Landlord in accordance to the following:

- a) Use of **Room #11** located in the **Don Shepherdson Memorial Arena**, exclusively for the duration of the lease:

#### **2. Term**

**To hold** the premises for a term commencing on August 1, 2020, to June 30, 2021.

#### **3. Rent**

The Tenant shall pay the Landlord One Dollar (\$1) plus applicable taxes yearly for the rental of the Premises payable annually in advance of August 1<sup>st</sup> of each year.

#### **4. Tenants Covenants**

- a) **Rent** - to pay rent;

- b) **Insurance** - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the Landlord prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.
- c) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- d) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- e) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;
- f) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- g) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of, volunteers of, or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the Landlord but in each case only under written contract

approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the Landlord shall submit to the Tenant or the Landlord's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the Landlord;

- h) **Facility Fees** - to pay the applicable rate for all other municipal services as outlined in the current Municipal Fees By-Law;
- i) **Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than to conduct normal activities of their organization;
- j) **Equipment** - to cover any and all costs associated with providing equipment for use by the tenant including but not limited to laundry, office furniture, and/or skate sharpener;
- k) **By-laws** - to follow all applicable by-laws and policies of the City of Temiskaming Shores;
- l) **Cleaning** - to keep the premises in a clean, tidy manner, such that the leased spaces are in compliance with applicable building and fire regulations and such that the premises do not attract vermin and/or provide unreasonable opportunities for the transmission of communicable diseases.

## 5. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Tenant on account thereof;
- c) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- d) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise.
- e) **Keys** - to provide one (1) key to access the facility and two (2) keys to access the leased space.
- f) **Cleaning** – to clean the washroom, located within the leased space, to facility standards after all ice time rentals or as necessary.

## 6. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Landlord may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Landlord's fixtures in or upon the premises, whether placed there by the Landlord or by the Tenant, shall be the Tenant's property without compensation therefore to the Landlord and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Tenant, instead of re-building or making the premises fit for the purpose of the Landlord, may at its option terminate this lease on giving to the Landlord within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Landlord is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Landlord shall immediately deliver up possession of the premises to the Tenant;
- c) **Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Landlord or to the employees of the Landlord or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Landlord;
- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Tenant shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Tenant shall be relieved from the fulfillment of such obligation and the Landlord shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) **Default of Landlord** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Landlord to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Tenant shall be entitled

thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;

- f) **Bankruptcy of Landlord** - In case without the written consent of the Tenant the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Landlord or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Landlord shall at any time be seized in execution or attachment by any creditor of the Landlord or if the Landlord shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Landlord is a company any order shall be made for the winding up of the Landlord), then in any such case this lease shall at the option of the Tenant cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Tenant may re- enter and take possession of the premises as though the Landlord or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Landlord waives and renounces the benefit of any present or future statute taking away or limiting the Tenant's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Landlord on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) **Right of re-entry** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant in addition to all other rights may do so as the agent of the Landlord, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Landlord, and receive the rent therefore, and as agent of the Landlord may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Landlord shall be liable to the Tenant for any deficiency;
- i) **Right of termination by the Landlord** - The lease may be terminated for any valid operational reason;
- j) **Right of termination by the Tenant** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Landlord is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Landlord shall immediately deliver up possession of the Premises to the Tenant, and the Tenant may re-enter and take possession of the premises;

- k) **Right of Renewal** - The Tenant shall have the right, if not otherwise in default, of renewing the lease. Terms and conditions to be negotiated at signing. The Tenant shall be required to give written notice of his intention to renew the lease on or before the 1<sup>st</sup> day of May prior to the commencement of the renewal term.

At the end of the term of this agreement and where a new agreement has not been entered into the Tenant may continue to occupy the facility on a month to month basis under the same terms as were previously agreed to until such time the terms are renegotiated, unless the Landlord gives notice to vacate in writing. Such notice shall be a minimum of sixty (60) days.

- l) **Notice** - All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Landlord:

**City of Temiskaming Shores**  
P.O. Box 2050 / 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

Attn.: Director of Recreation

## 7. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

## 8. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Landlord or there is a female party or a corporation, the provisions hereof shall be read

with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

**Remainder of Page left blank intentionally**

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed and Sealed in )  
the presence of )

**New Liskeard Cubs Midget “AAA”  
Hockey Club**

\_\_\_\_\_  
Signing Authority  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Director of Recreation – Mathew Bahm

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Lease Agreement between

**The Corporation of the City of Temiskaming Shores**

and

**New Liskeard Lions Midget Hockey Club**

For the use of Room #12 in the Don Shepherdson Memorial  
Arena.

**The Corporation of the City of Temiskaming Shores**

- and -

**New Liskeard Lions Midget Hockey Club**

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**LEASE**

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Mathew Bahm  
Director of Recreation  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

THIS LEASE made this \_\_\_\_ day of July, 2020.

**between:**

**The City of Temiskaming Shores**

*hereinafter called the "Landlord"*

-and-

**New Liskeard Lions Midget Hockey Club**

*hereinafter called the "Tenant"*

**Whereas** the Applicant is desirous of renting Room #12 owned by the City of Temiskaming Shores at the Don Shepherdson Memorial Arena from August 1<sup>st</sup> 2020 to June 30<sup>th</sup>, 2021.

**And whereas** it is necessary and desirous to establish certain guidelines and rules for the purpose of the rental of the aforesaid premises;

**And whereas** it is understood that the New Liskeard Lions Midget Hockey Club President hereby undertake and agree to be responsible for compliance with all requirements under the Agreement;

**And whereas** the parties hereto have agreed to enter into this Lease.

### **1. Leased Premises**

The Landlord hereby demises and leases to the Tenant Room #12 owned by the City of Temiskaming Shores at the Don Shepherdson Memorial Arena as described hereinafter called the "premises".

The Landlord agrees to rent to the Tenant premises owned by the Landlord in accordance to the following:

- a) Use of **Room #12** located in the **Don Shepherdson Memorial Arena**, exclusively for the duration of the lease:

### **2. Term**

**To hold** the premises for a term commencing on August 1, 2020, to June 30, 2021.

### **3. Rent**

The Tenant shall pay the Landlord One Dollar (\$1) plus applicable taxes yearly for the rental of the Premises payable annually in advance of August 1<sup>st</sup> of each year.

### **4. Tenants Covenants**

- a) **Rent** - to pay rent;

- b) **Insurance** - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the Landlord prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.
- c) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- d) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- e) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;
- f) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- g) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of, volunteers of, or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the Landlord but in each case only under written contract

approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the Landlord shall submit to the Tenant or the Landlord's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the Landlord;

- h) **Facility Fees** - to pay the applicable rate for all other municipal services as outlined in the current Municipal Fees By-Law;
- i) **Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than to conduct normal activities of their organization;
- j) **Equipment** - to cover any and all costs associated with providing equipment for use by the tenant including but not limited to laundry, office furniture, and/or skate sharpener;
- k) **By-laws** - to follow all applicable by-laws and policies of the City of Temiskaming Shores;
- l) **Cleaning** - to keep the premises in a clean, tidy manner, such that the leased spaces are in compliance with applicable building and fire regulations and such that the premises do not attract vermin and/or provide unreasonable opportunities for the transmission of communicable diseases.

## 5. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Tenant on account thereof;
- c) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- d) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;
- e) **Keys** - to provide one (1) key to access the facility and two (2) keys to access the leased space;
- f) **Cleaning** – to clean the washroom, located in the adjacent space, to facility standards after all ice time rentals or as necessary.

## 6. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Landlord may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Landlord's fixtures in or upon the premises, whether placed there by the Landlord or by the Tenant, shall be the Tenant's property without compensation therefore to the Landlord and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Tenant, instead of re-building or making the premises fit for the purpose of the Landlord, may at its option terminate this lease on giving to the Landlord within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Landlord is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Landlord shall immediately deliver up possession of the premises to the Tenant;
- c) **Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Landlord or to the employees of the Landlord or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Landlord;
- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Tenant shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Tenant shall be relieved from the fulfillment of such obligation and the Landlord shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) **Default of Landlord** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Landlord to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Tenant shall be entitled

thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;

- f) **Bankruptcy of Landlord** - In case without the written consent of the Tenant the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Landlord or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Landlord shall at any time be seized in execution or attachment by any creditor of the Landlord or if the Landlord shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Landlord is a company any order shall be made for the winding up of the Landlord), then in any such case this lease shall at the option of the Tenant cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Tenant may re- enter and take possession of the premises as though the Landlord or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Landlord waives and renounces the benefit of any present or future statute taking away or limiting the Tenant's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Landlord on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) **Right of re-entry** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant in addition to all other rights may do so as the agent of the Landlord, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Landlord, and receive the rent therefore, and as agent of the Landlord may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Landlord shall be liable to the Tenant for any deficiency;
- i) **Right of termination by the Landlord** - The lease may be terminated for any valid operational reason;
- j) **Right of termination by the Tenant** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Landlord is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Landlord shall immediately deliver up possession of the Premises to the Tenant, and the Tenant may re-enter and take possession of the premises;

- k) **Right of Renewal** - The Tenant shall have the right, if not otherwise in default, of renewing the lease. Terms and conditions to be negotiated at signing. The Tenant shall be required to give written notice of his intention to renew the lease on or before the 1<sup>st</sup> day of May prior to the commencement of the renewal term.

At the end of the term of this agreement and where a new agreement has not been entered into the Tenant may continue to occupy the facility on a month to month basis under the same terms as were previously agreed to until such time the terms are renegotiated, unless the Landlord gives notice to vacate in writing. Such notice shall be a minimum of sixty (60) days.

- l) **Notice** - All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Landlord:

**City of Temiskaming Shores**  
P.O. Box 2050 / 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

Attn.: Director of Recreation

## 7. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

## 8. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Landlord or there is a female party or a corporation, the provisions hereof shall be read

with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

**Remainder of Page left blank intentionally**

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed and Sealed in )  
the presence of )

**New Liskeard Lions Midget  
Hockey Club**

\_\_\_\_\_  
Signing Authority  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Director of Recreation – Mathew Bahm

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Lease Agreement between

**The Corporation of the City of Temiskaming Shores**

and

**Grant Propane Oldtimers Hockey Team**

For the use of Room #13 in the Don Shepherdson Memorial  
Arena.

**The Corporation of the City of Temiskaming Shores**

- and -

**Grant Propane Oldtimers Hockey Team**

---

**LEASE**

---

Mathew Bahm  
Director of Recreation  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

THIS LEASE made this \_\_\_\_ day of July, 2020.

**between:**

**The City of Temiskaming Shores**

*hereinafter called the "Landlord"*

-and-

**Grant Propane Oldtimers Hockey Team**

*hereinafter called the "Tenant"*

**Whereas** the Applicant is desirous of renting Room #13 owned by the City of Temiskaming Shores at the Don Shepherdson Memorial Arena from August 1<sup>st</sup> 2020 to June 30<sup>th</sup>, 2021.

**And whereas** it is necessary and desirous to establish certain guidelines and rules for the purpose of the rental of the aforesaid premises;

**And whereas** it is understood that Mike Stinkowji hereby undertake and agree to be responsible for compliance with all requirements under the Agreement;

**And whereas** the parties hereto have agreed to enter into this Lease.

#### **1. Leased Premises**

The Landlord hereby demises and leases to the Tenant Room #13 owned by the City of Temiskaming Shores at the Don Shepherdson Memorial Arena as described hereinafter called the "premises".

The Landlord agrees to rent to the Tenant premises owned by the Landlord in accordance to the following:

- a) Use of **Room #13** located in the **Don Shepherdson Memorial Arena**, exclusively for the duration of the lease:

#### **2. Term**

**To hold** the premises for a term commencing on August 1, 2020, to June 30, 2021.

#### **3. Rent**

The Tenant shall pay the Landlord One Dollar (\$1) plus applicable taxes yearly for the rental of the Premises payable annually in advance of August 1<sup>st</sup> of each year.

#### **4. Tenants Covenants**

- a) **Rent** - to pay rent;

- b) **Insurance** - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the Landlord prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.
- c) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- d) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- e) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;
- f) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- g) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of, volunteers of, or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the Landlord but in each case only under written contract

approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the Landlord shall submit to the Tenant or the Landlord's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the Landlord;

- h) **Facility Fees** - to pay the applicable rate for all other municipal services as outlined in the current Municipal Fees By-Law;
- i) **Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than to conduct normal activities of their organization;
- j) **Equipment** - to cover any and all costs associated with providing equipment for use by the tenant including but not limited to laundry, office furniture, and/or skate sharpener;
- k) **By-laws** - to follow all applicable by-laws and policies of the City of Temiskaming Shores;
- l) **Cleaning** - to keep the premises in a clean, tidy manner, such that the leased spaces are in compliance with applicable building and fire regulations and such that the premises do not attract vermin and/or provide unreasonable opportunities for the transmission of communicable diseases.

## 5. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Tenant on account thereof;
- c) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- d) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise.
- e) **Keys** - to provide either two (2) keys or, a numerical code, to access the leased space.

## 6. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Landlord may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Landlord's fixtures in or upon the

premises, whether placed there by the Landlord or by the Tenant, shall be the Tenant's property without compensation therefore to the Landlord and shall not be removed from the premises at any time (either during or after the term);

- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Tenant, instead of re-building or making the premises fit for the purpose of the Landlord, may at its option terminate this lease on giving to the Landlord within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Landlord is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Landlord shall immediately deliver up possession of the premises to the Tenant;
- c) **Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Landlord or to the employees of the Landlord or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Landlord;
- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Tenant shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Tenant shall be relieved from the fulfillment of such obligation and the Landlord shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) **Default of Landlord** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Landlord to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Tenant shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of

the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;

- f) **Bankruptcy of Landlord** - In case without the written consent of the Tenant the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Landlord or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Landlord shall at any time be seized in execution or attachment by any creditor of the Landlord or if the Landlord shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Landlord is a company any order shall be made for the winding up of the Landlord), then in any such case this lease shall at the option of the Tenant cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Tenant may re- enter and take possession of the premises as though the Landlord or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Landlord waives and renounces the benefit of any present or future statute taking away or limiting the Tenant's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Landlord on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) **Right of re-entry** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant in addition to all other rights may do so as the agent of the Landlord, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Landlord, and receive the rent therefore, and as agent of the Landlord may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Landlord shall be liable to the Tenant for any deficiency;
- i) **Right of termination by the Landlord** - The lease may be terminated for any valid operational reason;
- j) **Right of termination by the Tenant** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Landlord is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Landlord shall immediately deliver up possession of the Premises to the Tenant, and the Tenant may re-enter and take possession of the premises;
- k) **Right of Renewal** - The Tenant shall have the right, if not otherwise in default, of renewing the lease. Terms and conditions to be negotiated at signing. The Tenant

shall be required to give written notice of his intention to renew the lease on or before the 1<sup>st</sup> day of May prior to the commencement of the renewal term.

At the end of the term of this agreement and where a new agreement has not been entered into the Tenant may continue to occupy the facility on a month to month basis under the same terms as were previously agreed to until such time the terms are renegotiated, unless the Landlord gives notice to vacate in writing. Such notice shall be a minimum of sixty (60) days.

- l) **Notice** - All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Landlord:

**City of Temiskaming Shores**  
P.O. Box 2050 / 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

Attn.: Director of Recreation

## 7. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

## 8. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Landlord or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed and Sealed in )  
the presence of )

**Grant Propane Oldtimers  
Hockey Team**

\_\_\_\_\_  
Signing Authority

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Director of Recreation – Mathew Bahm

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



Lease Agreement between

**The Corporation of the City of Temiskaming Shores**

and

**Haileybury Figure Skating Club**

For the use of Room #16 in the Shelley Herbert-Shea Memorial  
Arena.

**The Corporation of the City of Temiskaming Shores**

- and -

**Haileybury Figure Skating Club**

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**LEASE**

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Mathew Bahm  
Director of Recreation  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

THIS LEASE made this \_\_\_\_ day of July, 2020.

**between:**

**The City of Temiskaming Shores**

*hereinafter called the "Landlord"*

-and-

**Haileybury Figure Skating Club**

*hereinafter called the "Tenant"*

**Whereas** the Applicant is desirous of renting Room #16 owned by the City of Temiskaming Shores at the Shelley Herbert-Shea Memorial Arena from August 1<sup>st</sup> 2020 to June 30<sup>th</sup>, 2021.

**And whereas** it is necessary and desirous to establish certain guidelines and rules for the purpose of the rental of the aforesaid premises;

**And whereas** it is understood that the Haileybury Figure Skating Club President hereby undertake and agree to be responsible for compliance with all requirements under the Agreement;

**And whereas** the parties hereto have agreed to enter into this Lease.

### **1. Leased Premises**

The Landlord hereby demises and leases to the Tenant Room #16 owned by the City of Temiskaming Shores at the Shelley Herbert-Shea Memorial Arena as described hereinafter called the "premises".

The Landlord agrees to rent to the Tenant premises owned by the Landlord in accordance to the following:

- a) Use of **Room #16** located in the **Shelley Herbert-Shea Memorial Arena**, exclusively for the duration of the lease:

### **2. Term**

**To hold** the premises for a term commencing on August 1, 2020, to June 30, 2021.

### **3. Rent**

The Tenant shall pay the Landlord One Dollar (\$1) plus applicable taxes yearly for the rental of the Premises payable annually in advance of August 1<sup>st</sup> of each year.

### **4. Tenants Covenants**

- a) **Rent** - to pay rent;

- b) **Insurance** - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the Landlord prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.
- c) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- d) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- e) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;
- f) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- g) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of, volunteers of, or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the Landlord but in each case only under written contract

approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the Landlord shall submit to the Tenant or the Landlord's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the Landlord;

- h) **Facility Fees** - to pay the applicable rate for all other municipal services as outlined in the current Municipal Fees By-Law;
- i) **Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than to conduct normal activities of their organization;
- j) **Equipment** - to cover any and all costs associated with providing equipment for use by the tenant including but not limited to laundry, office furniture, and/or skate sharpener;
- k) **By-laws** - to follow all applicable by-laws and policies of the City of Temiskaming Shores;
- l) **Cleaning** - to keep the premises in a clean, tidy manner, such that the leased spaces are in compliance with applicable building and fire regulations and such that the premises do not attract vermin and/or provide unreasonable opportunities for the transmission of communicable diseases.

## 5. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Tenant on account thereof;
- c) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- d) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;
- e) **Keys** - to provide one (1) key to access the facility and two (2) keys to access the leased space.

## 6. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Landlord may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Landlord's fixtures in or upon the

premises, whether placed there by the Landlord or by the Tenant, shall be the Tenant's property without compensation therefore to the Landlord and shall not be removed from the premises at any time (either during or after the term);

- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Tenant, instead of re-building or making the premises fit for the purpose of the Landlord, may at its option terminate this lease on giving to the Landlord within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Landlord is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Landlord shall immediately deliver up possession of the premises to the Tenant;
- c) **Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Landlord or to the employees of the Landlord or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Landlord;
- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Tenant shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Tenant shall be relieved from the fulfillment of such obligation and the Landlord shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) **Default of Landlord** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Landlord to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Tenant shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of

the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;

- f) **Bankruptcy of Landlord** - In case without the written consent of the Tenant the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Landlord or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Landlord shall at any time be seized in execution or attachment by any creditor of the Landlord or if the Landlord shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Landlord is a company any order shall be made for the winding up of the Landlord), then in any such case this lease shall at the option of the Tenant cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Tenant may re- enter and take possession of the premises as though the Landlord or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Landlord waives and renounces the benefit of any present or future statute taking away or limiting the Tenant's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Landlord on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) **Right of re-entry** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant in addition to all other rights may do so as the agent of the Landlord, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Landlord, and receive the rent therefore, and as agent of the Landlord may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Landlord shall be liable to the Tenant for any deficiency;
- i) **Right of termination by the Landlord** - The lease may be terminated for any valid operational reason;
- j) **Right of termination by the Tenant** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Landlord is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Landlord shall immediately deliver up possession of the Premises to the Tenant, and the Tenant may re-enter and take possession of the premises;
- k) **Right of Renewal** - The Tenant shall have the right, if not otherwise in default, of renewing the lease. Terms and conditions to be negotiated at signing. The Tenant

shall be required to give written notice of his intention to renew the lease on or before the 1<sup>st</sup> day of June prior to the commencement of the renewal term;

At the end of the term of this agreement and where a new agreement has not been entered into the Tenant may continue to occupy the facility on a month to month basis under the same terms as were previously agreed to until such time the terms are renegotiated, unless the Landlord gives notice to vacate in writing. Such notice shall be a minimum of sixty (60) days;

- l) **Notice** - All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Landlord:

**City of Temiskaming Shores**  
P.O. Box 2050 / 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

Attn.: Director of Recreation

## 7. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

## 8. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Landlord or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed and Sealed in )  
the presence of )

**Haileybury Figure Skating Club**

\_\_\_\_\_  
Signing Authority  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Director of Recreation – Mathew Bahm

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Lease Agreement between

**The Corporation of the City of Temiskaming Shores**

and

**Armstrong Oldtimers Hockey Team**

For the use of Room #17 in the Shelley Herbert-Shea Memorial  
Arena.

**The Corporation of the City of Temiskaming Shores**

- and -

**Armstrong Oldtimers Hockey Team**

---

**LEASE**

---

Mathew Bahm  
Director of Recreation  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

THIS LEASE made this \_\_\_\_ day of July, 2020.

**between:**

**The City of Temiskaming Shores**

*hereinafter called the "Landlord"*

-and-

**Armstrong Oldtimers Hockey Team**

*hereinafter called the "Tenant"*

**Whereas** the Applicant is desirous of renting Room #17 owned by the City of Temiskaming Shores at the Shelley Herbert-Shea Memorial Arena from August 1<sup>st</sup> 2020 to June 30<sup>th</sup>, 2021.

**And whereas** it is necessary and desirous to establish certain guidelines and rules for the purpose of the rental of the aforesaid premises;

**And whereas** it is understood that Mike Kidd hereby undertake and agree to be responsible for compliance with all requirements under the Agreement;

**And whereas** the parties hereto have agreed to enter into this Lease.

#### **1. Leased Premises**

The Landlord hereby demises and leases to the Tenant Room #17 owned by the City of Temiskaming Shores at the Shelley Herbert-Shea Memorial Arena as described hereinafter called the "premises".

The Landlord agrees to rent to the Tenant premises owned by the Landlord in accordance to the following:

- a) Use of **Room #17** located in the **Shelley Herbert-Shea Memorial Arena**, exclusively for the duration of the lease:

#### **2. Term**

**To hold** the premises for a term commencing on August 1, 2020, to June 30, 2021.

#### **3. Rent**

The Tenant shall pay the Landlord One Dollar (\$1) plus applicable taxes yearly for the rental of the Premises payable annually in advance of August 1<sup>st</sup> of each year.

#### **4. Tenants Covenants**

- a) **Rent** - to pay rent;

- b) **Insurance** - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the Landlord prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.
- c) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- d) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- e) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;
- f) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- g) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of, volunteers of, or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the Landlord but in each case only under written contract

approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the Landlord shall submit to the Tenant or the Landlord's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the Landlord;

- h) **Facility Fees** - to pay the applicable rate for all other municipal services as outlined in the current Municipal Fees By-Law;
- i) **Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than to conduct normal activities of their organization;
- j) **Equipment** - to cover any and all costs associated with providing equipment for use by the tenant including but not limited to laundry, office furniture, and/or skate sharpener;
- k) **By-laws** - to follow all applicable by-laws and policies of the City of Temiskaming Shores;
- l) **Cleaning** - to keep the premises in a clean, tidy manner, such that the leased spaces are in compliance with applicable building and fire regulations and such that the premises do not attract vermin and/or provide unreasonable opportunities for the transmission of communicable diseases.

## 5. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Tenant on account thereof;
- c) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- d) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise.
- e) **Keys** - to provide either two (2) keys or, a numerical code, to access the leased space.

## 6. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Landlord may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Landlord's fixtures in or upon the

premises, whether placed there by the Landlord or by the Tenant, shall be the Tenant's property without compensation therefore to the Landlord and shall not be removed from the premises at any time (either during or after the term);

- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Tenant, instead of re-building or making the premises fit for the purpose of the Landlord, may at its option terminate this lease on giving to the Landlord within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Landlord is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Landlord shall immediately deliver up possession of the premises to the Tenant;
- c) **Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Landlord or to the employees of the Landlord or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Landlord;
- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Tenant shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Tenant shall be relieved from the fulfillment of such obligation and the Landlord shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) **Default of Landlord** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Landlord to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Tenant shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of

the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;

- f) **Bankruptcy of Landlord** - In case without the written consent of the Tenant the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Landlord or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Landlord shall at any time be seized in execution or attachment by any creditor of the Landlord or if the Landlord shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Landlord is a company any order shall be made for the winding up of the Landlord), then in any such case this lease shall at the option of the Tenant cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Tenant may re- enter and take possession of the premises as though the Landlord or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Landlord waives and renounces the benefit of any present or future statute taking away or limiting the Tenant's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Landlord on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) **Right of re-entry** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant in addition to all other rights may do so as the agent of the Landlord, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Landlord, and receive the rent therefore, and as agent of the Landlord may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Landlord shall be liable to the Tenant for any deficiency;
- i) **Right of termination by the Landlord** - The lease may be terminated for any valid operational reason;
- j) **Right of termination by the Tenant** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Landlord is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Landlord shall immediately deliver up possession of the Premises to the Tenant, and the Tenant may re-enter and take possession of the premises;
- k) **Right of Renewal** - The Tenant shall have the right, if not otherwise in default, of renewing the lease. Terms and conditions to be negotiated at signing. The Tenant

shall be required to give written notice of his intention to renew the lease on or before the 1<sup>st</sup> day of May prior to the commencement of the renewal term.

At the end of the term of this agreement and where a new agreement has not been entered into the Tenant may continue to occupy the facility on a month to month basis under the same terms as were previously agreed to until such time the terms are renegotiated, unless the Landlord gives notice to vacate in writing. Such notice shall be a minimum of sixty (60) days.

- l) **Notice** - All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Landlord:

**City of Temiskaming Shores**  
P.O. Box 2050 / 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

Attn.: Director of Recreation

## 7. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

## 8. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Landlord or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed and Sealed in )  
the presence of )

**Armstrong Oldtimers Hockey Team**

\_\_\_\_\_  
Signing Authority

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Director of Recreation – Mathew Bahm

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2020-070**  
**Being a by-law to establish an Organizational Chart for the**  
**City of Temiskaming Shores**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds to municipal issues;

**And whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** at the June 16, 2020 Regular Meeting, Council of the City of Temiskaming Shores passed Resolution No. 2020- 357 directing staff to prepare the necessary by-law to adopt the Organizational Chart for consideration at the July 14, 2020 Regular Council Meeting.

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the Council hereby adopts an Organizational Chart for the City of Temiskaming Shores, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That Council hereby repeals By-law No. 2019-076.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 14<sup>th</sup> day of July, 2020.

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Mayor – Carman Kidd

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Clerk – Logan Belanger



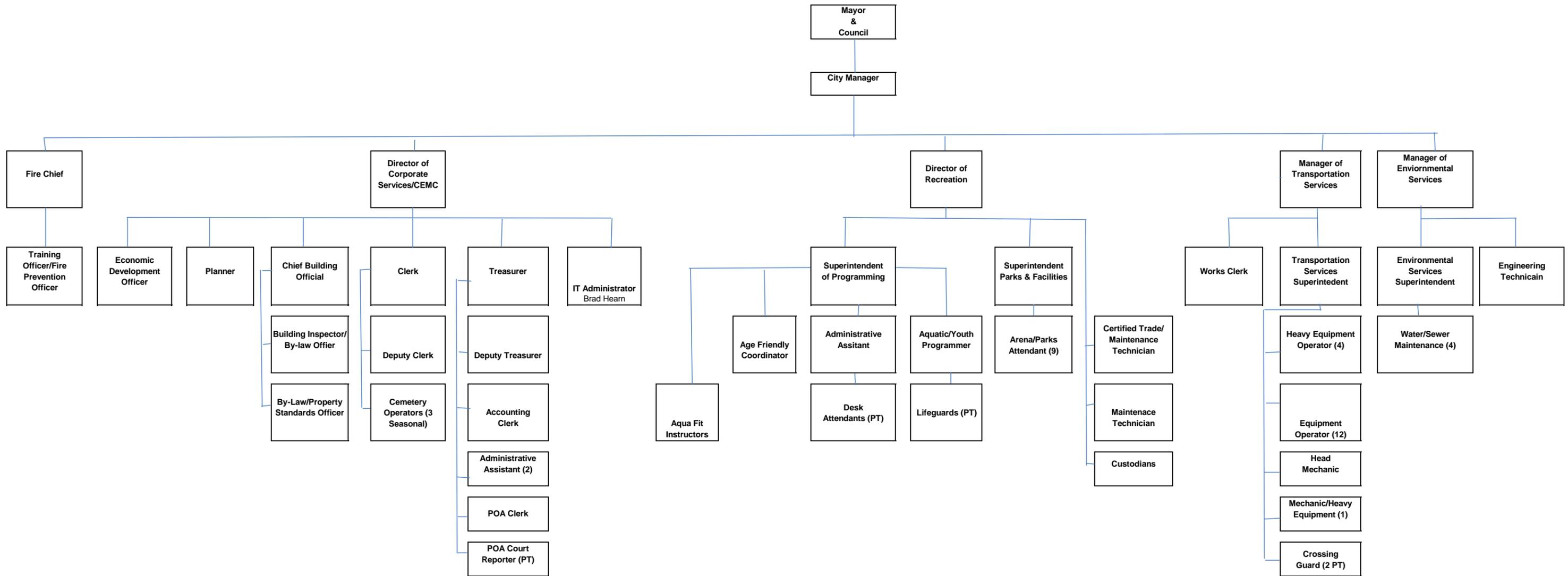
Schedule “A” to

## **By-law 2020-070**

Being a by-law to establish an Organizational Chart for the  
City of Temiskaming Shores

City of Temiskaming Shores  
Organizaional Chart

Adopted: June 16th, 2020



**The Corporation of The City of Temiskaming Shores**  
**By-Law No. 2020-071**  
**Being a By-Law to Appoint a Deputy Clerk**  
**for the City of Temiskaming Shores**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**And Whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And Whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And Whereas** Council, at their July 14, 2020 Regular meeting, adopted By-law No. 2020-070 to adopt an Organizational Chart for the City of Temiskaming Shores, which included the creation of a Deputy Clerk position;

**And Whereas** under Section 228 (2) of The Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality may appoint a Deputy Clerk who has all the powers and duties of the Clerk under The Municipal Act and any other Act;

**And Whereas** Council deems it necessary to appoint Kelly Conlin as Deputy Clerk for The Corporation of the City of Temiskaming Shores.

**Now Therefore** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

- 1) That Kelly Conlin be hereby appointed as Deputy Clerk for The Corporation of the City of Temiskaming Shores effective July 6, 2020; and
- 2) That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 14th day of July, 2020.

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Mayor – Carman Kidd

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Clerk – Logan Belanger

**The Corporation of The City of Temiskaming Shores**  
**By-Law No. 2020-072**  
**Being a By-Law to Appoint a Deputy Treasurer**  
**for the City of Temiskaming Shores**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**And Whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And Whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And Whereas** Council, at their July 14, 2020 Regular meeting, adopted By-law No. 2020-070 to adopt an Organizational Chart for the City of Temiskaming Shores, which included the creation of a Deputy Treasurer position;

**And Whereas** under Section 228 (2) of the Municipal Act, 2001, S.O. 2001 provides that a municipality may appoint a Deputy Clerk/Treasurer who have all of the powers and duties of the clerk; and

**And Whereas** Council deems it necessary to appoint Julie Gregoire as Deputy Treasurer for The Corporation of the City of Temiskaming Shores.

**Now Therefore** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

- 1) That Julie Gregoire be hereby appointed as Deputy Treasurer for The Corporation of the City of Temiskaming Shores effective July 6, 2020; and
- 2) That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 14th day of July, 2020.

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Mayor – Carman Kidd

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Clerk – Logan Belanger

**The Corporation of The City of Temiskaming Shores**  
**By-Law No. 2020-073**  
**Being a By-Law to Appoint A Weed Inspector**  
**for the City of Temiskaming Shores**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**And whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** under Section 8 (1) of the Weed Control Act, R.S.O. 1990, c.W.5, as amended, a Council of any municipality may by by-law appoint one or more persons as municipal weed inspectors to enforce this Act in the area within the Council's jurisdiction;

**And whereas** the current Weed Inspector will be retiring in 2020;

**And whereas** Municipal Council deems it necessary to appoint a Weed Inspector for the City of Temiskaming Shores in accordance with the Weed Control Act, R.S.O. 1990, c.W.5, as amended;

**Now therefore be it resolved that** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

- 1) That Clayton Seymour is hereby appointed as Weed Inspector for the City of Temiskaming Shores, effective August 1, 2020;
- 2) That the Weed Inspector shall carry out his duties and have jurisdiction within the boundaries of the City of Temiskaming Shores;
- 3) That the duties of the Weed Inspector shall be as specified in the Weed Control Act, R.S.O. 1980, c.W.5; and
- 4) That By-law No. 2013-118 being a by-law to appoint G. Doug Walsh as Weed Inspector be hereby repealed effective July 31, 2020.

**Read a first, second and third time and finally passed** this 14th day of July, 2020.

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Mayor – Carman Kidd

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Clerk – Logan Belanger

## **The Corporation of the City of Temiskaming Shores**

### **By-law No. 2020-074**

**Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision Niven Street South Roll Nos. 54-18-030-012-002.05 and 54-18-030-012-002.04**

**Whereas** Section 50(4) of the Planning Act, R.S.O. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control;

**And whereas** Council considered Memo No. 012-2020-CS at the July 14, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to deem Lots 10 to 18, Lots 19 to 22, and Lots 24 to 28 on Plan M-143 NB, Parcels 20385 SST and 20386 SST, to no longer be Lots on a Plan of Subdivision for consideration at the July 14, 2020 Regular Council meeting;

**Now therefore** the Council of the Corporation of the City of Temiskaming Shores enacts as follows:

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
  - a) PCL 20385SST; PLAN M143NB, LOTS 19 TO 22 and LOTS 24 TO 28
  - b) PCL 20386SST; PLAN M143NB; LOTS 10 TO LOT 18.
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.

6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.
7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

**Read a first, second and third time and finally passed** this 14<sup>th</sup> day of July, 2020.

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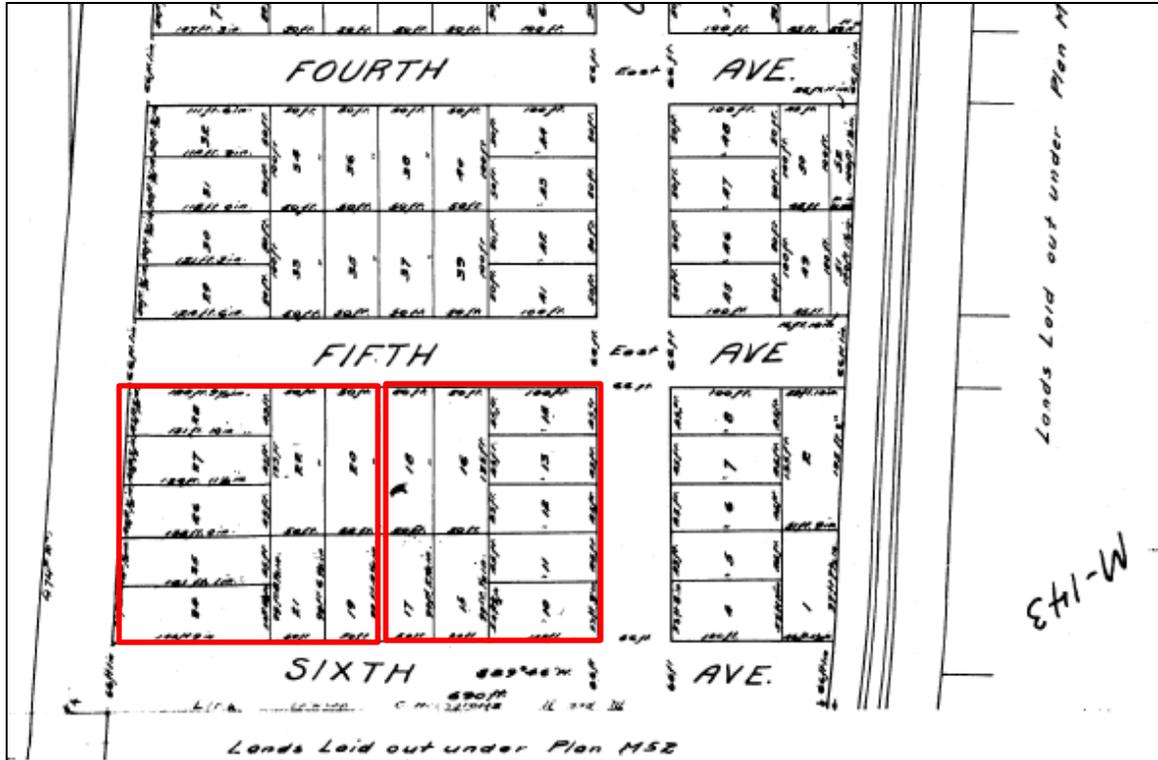
Mayor – Carman Kidd

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Clerk – Logan Belanger

Schedule "A"

City of Temiskaming Shores - Niven Street South



(Excerpt from Plan of Subdivision M143NB)

## The Corporation of the City of Temiskaming Shores

### By-law No. 2020-075

#### Being a by-law to authorize the entering into a Lease Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre

**Whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** Council considered Administrative Report CS-028-2020 at the July 14, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a nine (9) month lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre based on a rental increase of 2.0% for 2020 (\$22.59/ft<sup>2</sup>) for consideration at the July 14, 2020 Regular Council meeting;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Room 215**) at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule "A"** and forming part of this by-law;
2. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Rooms 221**) at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule "B"** and forming part of this by-law;
3. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Room 236**) at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule "C"** and forming part of this by-law;
4. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Room 238**) at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule "D"** and forming part of this by-law;
5. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Room 239**) at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule "E"** and forming part of this by-law;

6. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 240)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “F”** and forming part of this by-law;
7. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 242)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “G”** and forming part of this by-law;
8. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 250)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “H”** and forming part of this by-law;
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 14<sup>th</sup> day of July, 2020.

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Mayor – Carman Kidd

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Clerk – Logan Belanger

**Schedule "A" to By-law No. 2020-075**

Dated this 14<sup>th</sup> day of July, 2020

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

(ROOM 215)

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**LEASE**

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Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 14th day of July, 2020.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

**1. Leased Premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **84 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

**Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

**2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of July, 2020** and ending on the **31<sup>st</sup> day of March, 2021**.

**3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum **\$158.13** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in Appendix 01 attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – Logan Belanger

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_

**Schedule “B” to By-law No. 2020-075**

Dated this 14th day of July, 2020

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

(ROOM 221)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 14th day of July, 2020.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

**1. Leased premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **272 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

**Ingress and Egress**

TOGETHER with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

**2. Term**

**To hold** the premises for a term commencing on the **1st day of July, 2020** and ending on the **31<sup>st</sup> day of March, 2021**.

**3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$512.04** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – Logan Belanger

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_

**Schedule “C” to By-law No. 2020-075**

Dated this 14th day of July, 2020

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

(ROOM 236)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
POJ 1K0

**This Lease** made this 14th day of July, 2020.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

### **1. Leased premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **144 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

### **Ingress and Egress**

**together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

### **2. Term**

**To hold** the premises for a term commencing on the **1st day of July, 2020** and ending on the **31<sup>st</sup> day of March, 2021**.

### **3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$271.08** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Tenant**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – Logan Belanger

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_

**Schedule “D” to By-law No. 2020-075**

Dated this 14th day of July, 2020

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

(ROOM 238)

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**LEASE**

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Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 14th day of July, 2020.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

### **1. Leased Premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **96 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

### **Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

### **2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of July, 2020** and ending on the **31<sup>st</sup> day of March, 2021**.

### **3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$180.72** per month HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – Logan Belanger

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_

**Schedule “E” to By-law No. 2020-075**

Dated this 14th day of July, 2020

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

(ROOM 239)

---

**LEASE**

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Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 14th day of July, 2020.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

### **1. Leased premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **84 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

### **Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

### **2. Term**

**To hold** the premises for a term commencing on the **1st day of July, 2020** and ending on the **31<sup>st</sup> day of March, 2021**.

### **3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$158.13** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – Logan Belanger

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_

**Schedule "F" to By-law No. 2020-075**

Dated this 14th day of July, 2020

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

(ROOM 240)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 14th day of July, 2020.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

### **1. Leased premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **456 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

### **Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

### **2. Term**

**To hold** the premises for a term commencing on the **1st day of July, 2020** and ending on the **31<sup>st</sup> day of March, 2021**.

### **3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$858.42** per month HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – Logan Belanger

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_

**Schedule “G” to By-law No. 2020-075**

Dated this 14th day of July, 2020

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

(ROOM 242)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 14th day of July, 2020.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

### **1. Leased Premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **240 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

### **Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

### **2. Term**

**To hold** the premises for a term commencing on the **1st day of July, 2020** and ending on the **31<sup>st</sup> day of March, 2021**.

### **3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$451.80** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – Logan Belanger

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_

**Schedule “H” to By-law No. 2020-075**

Dated this 14th day of July, 2020

Lease Agreement

- between -

**The Corporation of the City of Temiskaming Shores**

- and -

**The Haileybury Family Health Team**

(ROOM 250)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 14th day of July, 2020.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called the "Landlord")

And:

**The Haileybury Family Health Team**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

**And whereas** the parties hereto have agreed to enter into this Lease.

### **1. Leased Premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **88 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

### **Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

### **2. Term**

**To hold** the premises for a term commencing on the **1st day of July, 2020** and ending on the **31<sup>st</sup> day of March, 2021**.

### **3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$165.66** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – Logan Belanger

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_

## **Appendix 01 General Covenants**

### **1. Tenant's Covenants**

The Tenant covenants with the Landlord:

- a) **Rent** - to pay rent;
- b) **Telephone** - to pay when due the cost of the telephone and intercom services supplied to the premises;
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- d) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building or operating the elevators, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, elevators, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- e) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add a health team member to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- f) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;

- g) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- h) **Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00p.m. and 11:00p.m. during the last month of the term;
- i) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Landlord that certain medical equipment is to be installed, including wall mounted byfercator, otoscope and blood pressure apparatus to be placed at convenient places as designated by the Tenant;
- j) **Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;
- k) **Termination by Tenant** – Notwithstanding any unexpired term of this agreement, in the event that the Tenant is not otherwise in default of the terms of this lease, he shall be entitled to terminate this lease upon giving 60 days written notice to the Landlord and upon payment to the Landlord of a penalty equal to three months rental and they must have the property vacated by the final day of their 60 days notice.
- l) **Monthly tenancy** – If upon the termination of this lease or any extension thereof the Landlord permits the Tenant to remain in possession of the Lands and Building and accepts rent, a tenancy from year to year is not created by implication of law and the Tenant is deemed to be a monthly tenant only, subject to all the terms and conditions of this lease except as to duration.
- m) **Insurance** - The tenant shall maintain adequate insurance coverage on its equipment, supplies, inventory and the Tenant's fixtures and all other property belonging to it. The Tenant agrees to not carry on or permit to be carried on any business in the Building which may make void or voidable any insurance held by the Landlord or other occupants of the Building.

The tenant will keep in force a full policy of public liability insurance with respect to the business operated by the Tenant in the Leased Premises. The policy shall name the Landlord and Tenant as insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord 10 days written notice. A certificate of such insurance shall be delivered to the Landlord prior to the commencement of the term and, so far as renewals are concerned, thirty days prior to the expiry of any such policy.

## 2. Landlord's covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** – to pay all taxes and rates levied against the premises or to the Landlord on account thereof;
- c) **Access** - to permit the Tenant, its employees, and all persons lawfully requiring communication with them to have the use at all reasonable times in common with other of the main entrance and the stairways and corridors of the building leading to the premises;
- d) **Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- e) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- f) **Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned and the desks, tables and other furniture of the Tenant to be dusted, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting is done daily five days of the week;
- g) **Heat** - to heat the premises;
- h) **Plug-ins** - to provide outside plug-in service for not less than 18 cars in the staff parking area adjacent the premises;
- i) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;
- j) **Notice** – the Landlord can terminate the lease upon giving 60 days written notice in accordance with the provisions stated in the Tenant Protection Act; and
- k) **Insurance** - The Landlord shall maintain adequate fire and other perils insurance coverage on the Leased premises and its fixtures for the full value thereof and shall

maintain such insurance throughout the term of this Lease and any renewal thereof. Such policy shall contain a waiver of subrogation as against the Tenant and its employees and officers.

### 3. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Tenant may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Tenant's fixtures in or upon the premises, whether placed there by the Tenant or by the Landlord, shall be the Landlord's property without compensation therefore to the Tenant and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Landlord, instead of re-building or making the premises fit for the purpose of the Tenant, may at its option terminate this lease on giving to the Tenant within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Tenant is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Tenant shall immediately deliver up possession of the premises to the Landlord;
- c) **Damage to property** - The Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to the employees of the Tenant or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Landlord or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Tenant;
- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfil, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfil such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfilment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;

- e) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) **Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) **Right of re-entry** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;
- i) **Right of termination** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full

to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises;

- j) **Non-waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.
- k) **Overholding** - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy.
- l) **Arbitration** - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons, one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties fails to appoint an arbitrator for 15 days after the one party has appointed an arbitrator and has notified the other party in writing of the appointment and of the matter in dispute to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the order to a Judge of the District Court of the District of Timiskaming as a persona designate to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;
- m) **Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any

such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee;

- n) **Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Landlord, to it, at P.O. Box 2050, Haileybury, Ontario, P0J 1K0 and in the case of notice to the Tenant, to P.O. Box 2010, Haileybury, Ontario, P0J 1K0. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

#### **4. Headings**

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

#### **5. Effect of Lease**

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Tenant or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

## **The Corporation of the City of Temiskaming Shores**

### **By-law No. 2020-076**

#### **Being a by-law to Stop up and Close a Highway – a portion of Paget Street being Part 1 and Part 2 on Plan 54R-6153**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**And whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** the provisions of Section 34 (1) of The Municipal Act, 2001, S.O., c. 25 sets out procedures for the closing of Highways;

**And whereas** Council considered Administrative Report No. CS-030-2020 at the July 14, 2020 Regular Council meeting and directed staff to prepare the necessary by-law for the Stopping Up and Closing of a portion of Paget Street being Part 1 and Part 2 on Plan 54R-6153 for consideration at the July 14, 2020 Regular Council meeting.

**Now therefore** the Municipal Council of The Corporation of the City of Temiskaming Shores enacts the following as a by-law:

1. That that portion of Paget Street being legally described as Part 1 and Part 2 on Plan 54R-6153 being part of Paget Street on Plan M-31 N.B. in the geographic Township of Dymond; is hereby stopped up and closed.
2. The Mayor and Clerk are authorized to sign all necessary documents in connection to this by-law.
3. That a copy of this by-law be registered at the Land Registry Office in accordance with Section 34 of (1) of the Municipal Act 2001, S.O., c. 25.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 14<sup>th</sup> day of July, 2020.

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Mayor – Carman Kidd

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Clerk – Logan Belanger

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2020-077**

**Being a by-law to authorize the Sale of Land to Sharon Hetu  
& Roger Laferriere being Part 1 & 2 on Plan 54R-6153**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**And whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land;

**And whereas** Council considered Administrative Report No. CS-030-2020 at the July 14, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with Sharon Hetu & Roger Laferriere for municipal real property for consideration at the July 14, 2020 Regular Council meeting;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores enacts the following as a by-law:

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between Sharon Hetu & Roger Laferriere as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, annexed hereto as Schedule "A" and forming part of this by-law, and all other documentation necessary to complete the transaction.
3. That Council agrees to sell the subject land in consideration of \$2.00, and other such considerations outlined in the said agreement land legally described as:

Part 1 and 2 on Plan 54R-6153 Dymond Township, District of Timiskaming.

4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 14<sup>th</sup> day of July, 2020.

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Mayor – Carman Kidd

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Clerk – Logan Belanger

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2020-078**

**Being a by-law to enter into an Encroachment Agreement with Skyline Real Estate Holdings Inc. Roll No. 54-18-030-004-031.61 (367 Sutherland Way)**

**Whereas** under Section 8 of the Municipal Act 2001, S.O., 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 9. (1) (a) and (b) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** Skyline Real Estate Holdings Inc. wish to construct two staircases for ease of access for building tenants at 367 Sutherland Way; one located on the East Side of Meridian and one on the West Side of Meridian, which would necessitate an encroachment onto adjacent City-owned property;

**And whereas** Council considered Memo No. 014-20-PW at the July 14, 2020 Regular Council meeting and directed staff to prepare the necessary by-law and encroachment agreement with Skyline Real Estate Holdings Inc. for consideration at the July 14, 2020 Regular Council meeting;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. That the Council of the Corporation of the City of Temiskaming Shores authorizes the entering into of an Encroachment Agreement between Skyline Real Estate Holdings Inc., a copy annexed hereto as Schedule "A" and forming part of this by-law.
2. That Council agrees to charge an annual encroachment fee of \$50.00 to be added to the Owner's tax bill as an annual payment in lieu of property taxes.
3. That Council requires that the Owners pay the legal and land titles fees to register the agreement on title.
4. That the Mayor and Clerk are hereby authorized and directed to execute the Encroachment Agreement and any and all other documentation necessary to complete the agreement and the registering of the agreement on title.

5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time** and finally passed this 14<sup>th</sup> day of July, 2020.

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Mayor – Carman Kidd

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Clerk – Logan Belanger

**This Encroachment Agreement** entered into on the 14<sup>th</sup> day of July, 2020.

Between:

**Skyline Real Estate Holdings Inc.**  
(the “Owners”)

And:

**The Corporation of the City of Temiskaming Shores**  
(the “City”)

**Recitals:**

The Owner is the registered and beneficial owner of land that is municipally known as 367 Sutherland Way; Roll No. 54-18-030-004-031.61 (the “Property”) and which is legally described as:

TSCP 2 LEVEL 1 UNITS 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23  
24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45, in the  
Temiskaming Shores; District of Timiskaming

The Owners have a staff parking lot on the East side of Meridian, across the street from the building and wishes to construct two (2) concrete staircases for easier access for the Owners tenants to access the parking lot; one staircase would be constructed on the East side of Meridian, and the second would be on the West side of Meridian; both of which would encroach upon the City-owned lands; (the “Encroachment”).

**Terms and Conditions**

1. The Owners have provided the City with a sketch and project details which has been reviewed by City staff, a copy of which is hereto attached as Appendix 01;
2. The Owners are responsible to ensure that the Encroachment is constructed in accordance to Appendix 01;
3. The Owners are responsible to pay for all costs associated with the construction and maintenance of the Encroachment;
4. The Owners shall, if required, at their expense arrange to have amenities temporarily removed and reinstalled to permit the maintenance of underground utilities (Hydro, Gas, Phone, Storm, etc.);

5. The Owners shall indemnify and save harmless the City from and against any and all liabilities, claims, damages, actions and causes of action arising from the use of the Lands;
6. The Owners Benefactor shall on or before the **1<sup>st</sup> day of July** in each year, provide proof of liability insurance in the amount of **\$2 million** for the lands and all activities carried out thereon during use by the Owners.
7. In the event the City delivers written notice to the Owner that the City requires, for any purpose, the land which is affected by the Encroachment, the Owners shall, at its sole cost and expense either reconfigure, or relocate the Encroachment in a manner acceptable to the City, acting reasonably, or in the alternative, remove the Encroachment.
8. The Owners covenant and agree that this Encroachment Agreement is restricted to the existing Encroachment and the use, maintenance and repair thereof, not any expansions or further improvements thereto without the City’s written authorization.
9. This Encroachment Agreement shall remain in effect for the period commencing on the 1<sup>th</sup> day of July, 2020 and ending the 31st day of December, 2040.
10. This Encroachment Agreement shall be binding upon the Owners, its successors and assigns.

**Remainder of Page left blank intentionally**

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in )

**Skyline Real Estate Holdings Inc.**

the presence of )

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Sr. Project Manager, SCPMI – Matt Nicoll

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Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

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Mayor – Carman Kidd

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Clerk – Logan Belanger

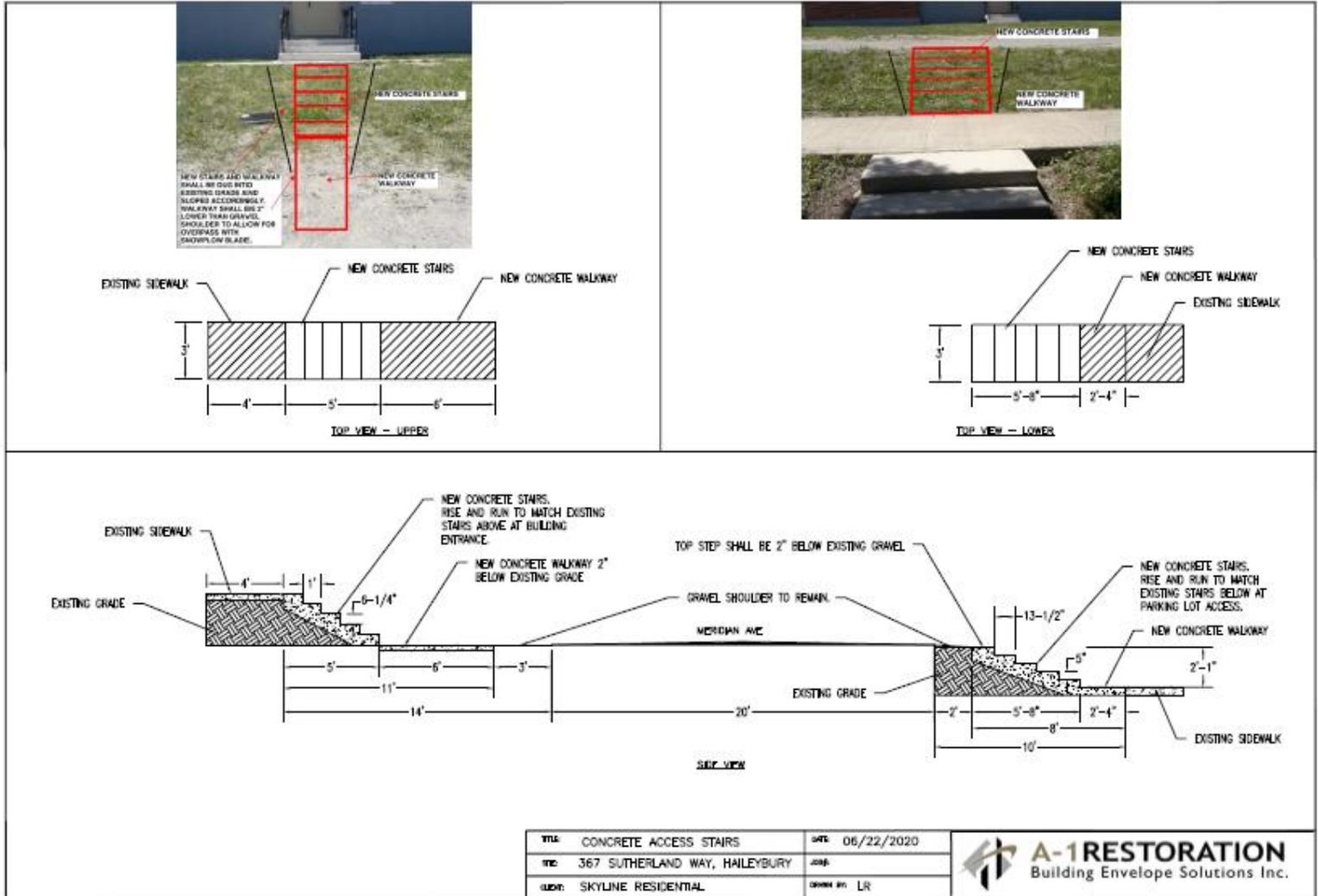
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## Appendix 01

### Site Sketch



## The Corporation of the City of Temiskaming Shores

### By-law No. 2020-079

#### Being a by-law to enter into an agreement with ICONIX Waterworks for the Supply and Delivery of 2100 mm Diameter HDPE Culvert Liner Pipe to the City of Temiskaming Shores

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds to municipal issues;

**And whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** the Council of The Corporation of the City of Temiskaming Shores acknowledged receipt of Administrative Report No. PW-021-2020 at the July 14<sup>th</sup>, 2020 Regular Council Meeting directing staff to prepare the necessary by-law to enter into an agreement with ICONIX Waterworks for the Supply and Delivery of 2100 mm diameter HDPE Culvert Liner Pipe for consideration at the July 14<sup>th</sup>, 2020 Regular meeting of Council;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council authorizes the entering into an agreement with ICONIX Waterworks for the Supply and Delivery of 2100 mm diameter HDPE Culvert Liner Pipe to the City of Temiskaming Shores, in the amount of \$41,400.92 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 14<sup>th</sup> day of July, 2020.

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Mayor – Carman Kidd

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Clerk – Logan Belanger



Schedule "A" to

**By-law 2020-079**

Agreement between

**The Corporation of the City of Temiskaming Shores**

and

**ICONIX Waterworks**

for the Supply and Delivery of 2100 mm Diameter HDPE Culvert Liner Pipe

**This agreement** made in duplicate this 14<sup>th</sup> day of July 2020.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called "the Owner")

and

**ICONIX Waterworks**  
(hereinafter called "the Supplier")

Witnesseth:

That the Owner and the Supplier shall undertake and agree as follows:

**Article I:**

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores  
Supply and Delivery of 2100 mm HDPE Culvert Liner Pipe  
Request for Quotation No. PWO-RFQ-006-2020**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and  
c) Complete, as certified by the Director, all the work by **September 30<sup>th</sup>, 2020.**

**Article II:**

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the material and services aforesaid **Forty-One Thousand Four Hundred Dollars and Ninety-two Cents (\$41,400.92) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.  
b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.



In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in )  
the presence of )

Contractor's Seal )

**ICONIX Waterworks**

\_\_\_\_\_  
Supplier

**Corporation of the City of  
Temiskaming Shores**

Municipal Seal )

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk -Logan Belanger



Appendix 01 to  
Schedule "A" to  
**By-law No. 2020-079**  
Form of Agreement



**City of Temiskaming Shores**  
**PW-RFQ-006-2020**  
HDPE Culvert Reline

**Form of Quotation**

**Section 1 – HDPE Culvert Reline**

Each Quotation should contain the legal name under which the Proponent carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Quotation.

We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labor, apparatus and documentation as are required to satisfy this Quotation.

NOTE: All portions of "Form of Quotation" must be accurately and completely filled out.

All prices are F.O.B. 200 Lakeshore Road, New Liskeard

Culvert Re-lining Project – City of Temiskaming Shores						
Existing Culvert Diameter	Existing Length	Outside Diameter MAX (OD)	Required Liner Length	Unit Price per m	Total	allowable manufactured length or sections req'd (state)
2400 mm / CSP	38 metres	2100 mm	40.24 m 40 m	\$ 1028.85	\$ 41,400.92	Preference of 5 m sections or minimum length manufactured.
SUB TOTAL					\$ 41,400.92	
H.S.T.					\$ 5382.12	
TOTAL					\$ 46,783.04	

This is Page 1 of 5 to be submitted

I/We ICONIX WATERWORKS offer to supply the requirements stated within.

the corresponding total cost of \$ 46,738.04 Tax included.

I/We hold the prices valid for 30 (thirty) days from submission date.

I/We will deliver the required goods, services / equipment within 45-60 days, upon receiving a signed purchase order.

The specifications have been read over and agreed to this 24 day of JUNE 2020

Company Name <u>ICONIX WATERWORKS</u>	Contact name (please print) <u>GASTON BEAULIEU</u>
Mailing Address <u>ICONIX WATERWORKS P.O. Box 2691, Station A Sudbury, ONT P3B 2G5</u>	Title <u>INSIDE SALES REPRESENTATIVE</u>
Postal Code <u>P3B 2G5</u>	Authorizing signature <u>Gaston Beaulieu</u> "I have the authority to bind the company/corporation/partnership."
Telephone [REDACTED]	Fax [REDACTED]
Cell Phone if possible [REDACTED]	Email [REDACTED]

This is Page 2 of 5 to be submitted



**City of Temiskaming Shores**

**PW-RFQ-006-2020  
HDPE Culvert Reline**

**Non Collusion Affidavit**

I/ We ICONIX WATERWORKS the undersigned, am fully informed respecting the preparation and contents of the attached Quotation and of all pertinent circumstances respecting such Bid.

Such Bid is genuine and is not a collusive or sham Bid.

Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed Bid.

The price or prices quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The Bid, Quotation or Proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at Sudbury this 24 day of June, 2020

Signed Alexis Beaulieu

Company Name ICONIX WATERWORKS

Title INSIDE SALES REPRESENTATIVE

This is Page 3 of 5 to be submitted



**City of Temiskaming Shores  
PW-RFQ-006-2020  
HDPE Culvert Reline**

**Conflict of Interest Declaration**

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

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In making this quotation submission, our Company has / has no *(strike out inapplicable portion)* knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at Sudbury this 24 day of JUNE, 2020.

Firm Name ICONIX WATERWORKS  
Bidder's Authorization Official GASTON Beaulieu  
Title Inside Sales REPRESENTATIVE  
Signature Gaston Beaulieu  
Printed GASTON Beaulieu

Page 4 of 5 to be submitted

**City of Temiskaming Shores  
PW-RFQ-006-2020  
HDPE Culvert Reline**

**Schedule "A"**

**Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement**

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name ICONIX WATERWORKS Company Name

Phone Number 

Address 3171 KINGSWAY EAST  
SUDBURY, ONT, P3B 2G5

I, GASTON BEAULIEU declare that I, or my company, are in full compliance with

Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*.

I, \_\_\_\_\_, declare that I, or my company, are not in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at [www.gov.on.ca/mcss/serveability/splash.html](http://www.gov.on.ca/mcss/serveability/splash.html).

Date: JUNE 24, 2020

Page 5 of 5 to be submitted

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2020-080**

**Being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on July 14, 2020**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**And whereas** under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the actions of the Council at its Regular meeting held on **July 14, 2020** with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

**Read a first, second and third time and finally passed** this 14<sup>th</sup> day of July, 2020.

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Mayor – Carman Kidd

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Clerk – Logan Belanger