



**The Corporation of the City of Temiskaming Shores  
Special Meeting of Council  
Thursday, September 3, 2020 – 12:00 noon  
City Hall – Council Chambers – 325 Farr Drive**

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**Agenda**

**1. Call to Order**

**2. Roll Call**

**3. Approval of Agenda**

*Draft Motion*

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

**4. Declaration of Special Council Meeting**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores declares this meeting a “Special Meeting of Council” in accordance to Section 7 of Procedural By-law No. 2008-160.

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

**6. New Business**

**a) Administrative Report No. CS-035-2020 – Site Plan Control Agreement –  
Doug Niemi Trucking Inc. (374 Niven Street South)**

*Draft Motion*

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-035-2020; and

That Council directs staff to prepare the necessary by-law to enter into a Site Plan Agreement with Doug Niemi Trucking Inc. at 374 Niven Street South, for consideration at the September 3, 2020 Special Council Meeting.

**7. By-laws**

*Draft Motion*

Be it resolved that:

By-law No. 2020-097 Being a by-law to authorize the execution of a Site Plan Control Agreement with Doug Niemi Trucking Inc. for BUCKE CON 3 PT LOT 11 RP 54R1520 PARTS 1 TO 4 PCL 19724SST. 374 Niven Street South

be hereby introduced and given first and second reading.

*Draft Motion*

Be it resolved that

By-law No. 2020-097;

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

**8. 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

**Subject:** Site Plan Agreement: Doug Niemi Transport Inc.  
374 Niven Street South

**Agenda Date:** September 3, 2020

**Report No.:** CS-035-2020

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### **Attachments**

**Appendix 01:** Draft by-law to enter into Site Plan Agreement (**Please refer to By-law No. 2020- 097**)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-035-2020; and
2. That Council directs staff to prepare the necessary by-law to enter into a Site Plan Agreement with Doug Niemi Trucking Inc. at 374 Niven Street South, for consideration at the September 3, 2020 Special Council Meeting.

### **Background**

Doug Niemi Trucking Inc. owns the property at 374 Niven Street South. The property owner proposes to construct a 709.79 square metre garage, office and storage building on the property for trucking operations.

### **Analysis**

In accordance with By-law 2018-097 being a by-law to designate the City of Temiskaming Shores as a Site Plan Control Area, a Site Plan Control Agreement is required.

All departments were circulated the Site Plan Control Application as well as the Site Plan. No concerns with the development were noted.

A stormwater management plan was not required for this application as there will be negligible change to the amount of storm water being discharged from the property post development. The site plan drawing includes elevations noted and as part of the Site Plan Control Agreement an Engineer will certify that the post development runoff will not be greater than the pre-development.

The Temiskaming Shores Accessibility Committee was not circulated the Site Plan as in accordance with By-law 2012-101 (Traffic and Parking) and By-law 2017-154 (Comprehensive Zoning By-law), accessible parking spaces are not required.

Furthermore, the building is classified F2, it is exempt from Section 3.8 of the Ontario Building Code dealing with accessibility requirements.

Based on estimates provided by the contractor's engineer, security in the amount of \$13,550.00 will be required to be posted with the City prior to the issuance of a building permit. The security ensures that the on-site and off-site works are completed in accordance with the approved Site Plan and the agreement.

Staff recommends that Council adopt a by-law to enter into a Site Plan Agreement with Doug Niemi Trucking Inc. The agreement will be registered on title to the property at the owner's expense.

### **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

Staffing implications related to this matter are limited to normal administrative functions and duties.

### **Alternatives**

No alternatives were considered.

### **Submission**

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

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2020-097**

**Being a by-law to authorize the execution of a Site Plan Control Agreement with Doug Niemi Trucking Inc. for BUCKE CON 3 PT LOT 11 RP 54R1520 PARTS 1 TO 4 PCL 19724SST 374 Niven Street South**

**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** Section 41 of the Planning Act, R.S.O. 1990 c.P.13, as amended, enables the Municipality to establish a Site Plan Control Area;

**And whereas** the Council of the Corporation of the City of Temiskaming Shores passed By-law No. 2018-097 designating the City of Temiskaming Shores as Site Plan Control Areas;

**And whereas** Council considered Administrative Report No. CS-035-2020 at the September 3, 2020 Special Council meeting and directed staff to prepare the necessary by-law to enter into a Site Plan Control Agreement with Doug Niemi Trucking Inc. for consideration at the September 3, 2020 Special Council meeting;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. The Mayor and Clerk are hereby authorized to enter into a Site Plan Control Agreement with the Doug Niemi Trucking Inc. for BUCKE CON 3 PT LOT 11 RP 54R1520 PARTS 1 TO 4 PCL 19724SST (374 Niven Street South), a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
2. That a Notice of Agreement be registered at the Land Titles Office in Haileybury to register Schedule "A" to this by-law; and
3. That this by-law takes effect on the day of its final passing; and
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 3<sup>rd</sup> day of September 2020.

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Mayor – Carman Kidd

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Clerk – Logan Belanger



Schedule "A" to  
**By-law No. 2020-097**  
**Site Plan Control Agreement**  
**(Doug Niemi Trucking Inc.)**

**This agreement**, made in triplicate, this 3<sup>rd</sup> day of September, 2020.

Between:

**The Corporation of the City of Temiskaming Shores**  
325 Farr Drive, P.O. Box 2050, Haileybury, ON P0J 1K0  
(hereinafter called the "**City**")

And:

**Doug Niemi Trucking Inc.**

580 Amwell, Haileybury, ON P0J 1K0  
(hereinafter called the "Owner")

**Whereas** the City has enacted Site Plan Control Area By-law No. 2018-097 pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended (the "**Act**");

**And Whereas** By-law No. 2018-097 also sets out policies for site plan control securities;

**And Whereas** by an application dated on or about August 31, 2020, the Owner applied to the City for site plan approval in respect of its development described in Schedule "A";

**And Whereas** the Owner owns the property described as 374 Niven Street; CON 3 PT. Lot RP 54R 150 PTS 1To4 PCL 19724 (the '**Land**');

**Now Therefore** in consideration of the mutual covenants contained herein, the parties covenant and agree as follows:

Conditions for Site Plan Control Agreement

This Agreement shall apply to the Lands, and to the development and redevelopment of the Lands.

The Owner covenants and agrees:

1. That no development or redevelopment will proceed on the Lands except in accordance with the Plans approved by the City pursuant to Section 41 of the Planning Act R.S.O. 1990, c.P.13, and more specifically identified in Appendix 1 attached hereto (collectively, the "**Plans**");
2. That the proposed buildings, structures and other works shown on the Plans with respect to the Lands shall be completed in conformity with the Plans;



3. To carry out all works in such a manner as to prevent erosion of earth, debris and other material from being washed or carried in any manner onto any road or road allowance whether opened or unopened or onto the property of any other person or persons;
4. To provide and construct all stormwater management works and drainage of the Lands to the satisfaction of the City as shown on the Plans; and further agrees to maintain same to the satisfaction of the City;
5. To provide such pavement markings, sidewalks, paving, curb cuts, and to landscape the Lands as shown on the Plans and further agrees to maintain same to the satisfaction of the City;
6. That prior to the work commencing, arrangements for the necessary permits and approvals must be made with the City's Public Works Department and Building Department;
7. That all required work in respect to the water and sewer services to the new building must be carried out in accordance with City specifications and under the authority of a Municipal Services Permit;
8. That the Owner's engineer shall confirm in writing to the Manager of Environmental Services that testing of the water service has been completed to the satisfaction of the City;
9. That the Owner's engineer shall confirm in writing to the Manager of Environmental Services that post development storm water will not exceed pre development storm water;
10. That upon completion of installation and construction of all of the services, works and facilities, the Owner shall supply the City with a certificate from the Owner's engineer verifying that the services, works and facilities were installed and constructed in accordance with the approved plans and specifications;
11. That all entrances, exits and fire routes within the parking areas shall, at all times, be kept clean and clear of snow or debris to the satisfaction of the City, failing which the City shall notify the Owner in writing by registered mail and allow the Owner two (2) business days from receipt of the written notice to perform the required work. If the Owner does not complete the required work within two (2) business days the City shall have the right to enter upon the parking areas, undertake the clearing and removal of snow or debris on all entrances, exits and fire routes and recover from the Owner all costs, by action or in like manner as municipal taxes (post project completion) as provided as taxes that are overdue and payable;

12. That all conditions as set out in this agreement and as shown on the Plans inclusive, shall be completed within two years of the issuance of any building permit. All work shown on the Plans that is legislated by the Ontario Building Code shall be completed prior to the issuance of an Occupancy Permit.
13. That prior to receiving a building permit, the Owner will deposit with the City, the sum of \$2,050.00 in Canadian Dollars by way of a certified cheque, cash or an irrevocable Letter of Credit to ensure the satisfactory performance of all work to be done on the subject lands, and \$11,500.00 to ensure the satisfactory performance of all work to be done on City-owned lands, to ensure fulfilment of all terms and conditions of this Agreement.
  - (a) The Letter of Credit must be arranged such that draws may be made by the City, if necessary, in accordance with the terms and conditions of this Agreement.
  - (b) Upon completion of all works and services required by this Agreement to the satisfaction of the City, the City shall return any deposit to the then owner of the property.
  - (c) Should the owner fail to comply with the terms and conditions of this agreement the City will notify the Owner in writing by registered mail and if the Owner does not show intent to remedy the non-compliance within two (two) business days of receipt of the notice, or provide the City with a detailed action plan outlining the steps and timeline to remedy the non-compliance, the City may undertake the required work. Should the Owner fail to pay the City forthwith upon demand, the City shall apply all or such portion of the deposit as may be required towards the cost.
    - (i) Should the cost exceed the amount of the deposit, the City will invoice the Owner for the additional amount.
14. That the Owner will indemnify the City and each of its officers, servants, and agents from all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the execution, non-execution or imperfect execution of any of the work hereinbefore mentioned to be performed by the Owner or its contractors, officers, servants or agents or of the supply or non-supply of material therefore to be supplied by the Owner or its contractors, officers, servants or agents, whether such loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings arising by reason of negligence or without negligence on the part of the Owner or its contractors, officers, servants or agents, or whether such loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings are occasioned to or made or brought against the Owner or its contractors, officers, servants, or agents or the City, its officers, servants, or agents.

15. That the Owner shall not hold the City responsible for any and all costs related to the provision of revised site plans.
16. That the Owner consents to the registration of this Agreement against the Lands by way of "Notice of Agreement" and understands that the said Notice of Agreement shall remain on title to the Lands in perpetuity or until mutual consent of the Owner and the City to remove the Notice of Agreement from title.
17. That the Owner understands and agrees that it shall be responsible for all fees incurred in the registration of this Agreement against the title to the Lands and for all registration fees incurred in the registration of any subsequent amendment or deletion of the Agreement from title and for any approvals or consents required to register this Agreement.
18. The Owner shall arrange for and shall be responsible for all fees incurred in the registration of postponements of all debentures, charges, mortgages, or other similar documents registered prior to the registration of this Agreement.
19. That the Owner understands and agrees that any modifications to the site, additional structures, building additions and/or new buildings on the Lands shall require an amendment to this Agreement, if deemed by the City to be of a magnitude to warrant such an amendment.
20. The following Appendices are attached to this agreement:

Appendix 1 – Doug Niemi Trucking Inc. Site Plan, Dated August 29, 2020.

**This Agreement** shall be binding upon the parties hereto and their respective 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 )  
  )  
the presence of            )

**Doug Niemi Trucking Inc.**

\_\_\_\_\_  
Doug Niemi - Owner

\_\_\_\_\_  
Witness - Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Municipal Seal            )

**Corporation of the City of  
Temiskaming Shores**

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Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – Logan Belanger