



**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
REGULAR COUNCIL MEETING
AGENDA**

**Thursday, August 23, 2018, 6:30 P.M.
Welcome Center**

An audio recording of the Open Session of this meeting is being made and will be available through the Municipal Website as a public service to further enhance access to municipal government services and to continue to promote open and transparent government. As a visitor, your presence may be recorded and your name and address may be revealed during certain parts of the Council meeting.

Pages

1. CALL TO ORDER AND ROLL CALL

2. ADOPTION OF THE AGENDA

Draft Motion:

BE IT RESOLVED THAT the Regular Council Meeting Agenda dated August 23, 2018 be adopted as presented / amended.

3. DECLARATION OF CONFLICT OR PECUNIARY INTEREST AND GENERAL NATURE THEREOF

4. CLOSED SESSION

4.1 Proposal of Pending Disposition of Land by the Municipality & Receiving of Advice regarding a personnel matter.

A motion to move to closed session under section 239 of the Municipal Act in order to address matters pertaining to subsections: (2)(c) A proposed or pending acquisition or disposition of land by the municipality or local board regarding Part 3 of Reference Plan 36R-10857 at the Industrial Park; (f) and (f) the receiving of advice that is subject to solicitor/client privilege, regarding a personnel matter.

Draft Motion:

BE IT RESOLVED THAT this Regular meeting proceed in camera at : p.m., under section 239 of the Municipal Act, 2001 as amended, in order to address matters pertaining to: (2) (c) A proposed or pending acquisition or disposition of land by the municipality or local board regarding Part 3 of Reference Plan 36R-10857 at the Industrial Park.

5. ADOPTION OF MINUTES

5.1 18-08-14 - Committee of the Whole Meeting August 14, 2018 - DRAFT Minutes

1

Draft Motion:

BE IT RESOLVED THAT the Minutes of the Committee of the Whole Council Meeting held August 14, 2018 be adopted as presented.

6. BUSINESS ARISING FROM THE MINUTES

7. DELEGATIONS/ PRESENTATIONS

7.1 Registered Delegations/ Presentations

7.2 Unregistered Presentations (Maximum 15 Minutes in Total- in accordance with rules in By-

law)

8. CONSENT AGENDA ITEMS

Draft Motion:

BE IT RESOLVED THAT Council adopt the consent agenda motions as presented on the agenda.

8.1 18-07-26 - Regular Council Meeting July 26, 2018 - DRAFT Minutes 6

Draft Motion:

BE IT RESOLVED THAT the Minutes of the Regular Council Meeting held July 26, 2018 be adopted as presented.

8.2 Memo 2018-M-044 - Township of North Stormont Request for Support 22

Draft Motion:

BE IT RESOLVED that the Council of the Municipality of Temagami receives correspondence regarding resolution No. RES-1437-2018 from the Township of North Stormont; NOW THEREFORE BE IT RESOLVED THAT Council receive Memo 2018-M-044; AND FURTHER THAT Council supports the request for the Province of Ontario to extend its areas of responsibilities to include any costs that municipalities may have to inherit from Green Energy Projects such as water quality, site restoration, and infrastructure repair.

8.3 Memo 2018-M-045 - Camp Wanapitei Site Plan Amendment SPC-18-10 23

Draft Motion:

BE IT RESOLVED THAT Council receive Memo 2018-M-045 regarding the proposed amendment of a previous site plan agreement; AND FURTHER THAT Council approve the proposed Site Plan Control Agreement SPC-18-10, being an amendment to the existing site plan for Camp Wanapitei Co-Ed Camps Limited.

8.4 Memo 2018-M-046 Pandolfo Site Plan Agreement SPC-18-05 38

Draft Motion:

BE IT RESOLVED THAT Council receive Memo 2018-M-046 regarding the proposed site plan agreement; AND FURTHER THAT Council approve the proposed Site Plan Control Agreement SPC-18-05, for John and Diane Pandolfo.

8.5 Memo 2018-M-048 - Clarification of Restricted Acts during Lame Duck 48

Draft Motion:

BE IT RESOLVED that the Council of the Municipality of Temagami receives this Memorandum for Information.

8.6 Memo 2018-M-049 - Accounts Clerk 49

Draft Motion:

BE IT RESOLVED that the Council of the Municipality of Temagami receives this Memorandum for Information.

8.7 Memo 2018-M-050 - Regarding Doctor Recruitment 50

Draft Motion:

BE IT RESOLVED that the Council of the Municipality of Temagami receives the letter of

appeal from the Temiskaming Shores and Area Physician Recruitment and Retention Committee; AND FURTHER THAT Council directs Staff to forward \$2,406 (\$3 per census resident) to the Committee; AND FURTHER THAT Council directs staff to include an estimate for this contribution in the next 4 budget cycles.

- 8.8 **11657 - Temagami Shores Inn & Resort Request to contact MTO and have the speed limit decreased and start further from town** 53

Draft Motion:

BE IT RESOLVED THAT Council receive correspondence from Temagami Shores Inn & Resort dated August 7, 2018 regarding a request to contact MTO and have the speed limit decreased; AND FURTHER THAT this piece of correspondence be referred to the Protection to Persons and Property Advisory Committee (PP& P) for recommendations back to Council.

- 8.9 **11645A - Latempa Council follow up with the new Minister regarding the Lake Temagami Access Point** 54

Draft Motion:

BE IT RESOLVED THAT Council receive correspondence from Latempa regarding follow up with the new Minister of the Northern Development and Mines; AND FURTHER THAT Council direct staff to update the previous presentation, send out to the current Minister and request an audience.

9. STAFF REPORTS

9.1 Items to be Considered Separately from Consent Agenda:

1. **Memo 2018-M-043 - Township of Howick Request for Support** 55

Draft Motion:

BE IT RESOLVED that the Council of the Municipality of Temagami receives correspondence regarding resolution No. 169/18 from the Township of Howick; NOW THEREFORE BE IT RESOLVED THAT Council receive Memo 2018-M-043; AND FURTHER THAT Council supports the petition to the Bereavement Authority of Ontario to amend Ontario Regulation 30/11 to allow borrowing of funds from the Care and Maintenance Trust Fund for capital improvements and purchases when other cemetery funds are exhausted.

2. **Report 2018-21 - Temagami Fire Department Monthly Report July 2018** 58

Draft Motion:

BE IT RESOLVED THAT Council receive Report No. 2018-21 Temagami Fire Department Monthly Report; AND FURTHER THAT this item be received for information.

10. COUNCIL COMMITTEE REPORTS

10.1 Items to be Considered Separately from Consent Agenda:

1. **Memo 2018-M-051 - Economic Relief during the Fire Situations** 60

Draft Motion:

BE IT RESOLVED THAT Council receive Memo 2018-M-051 regarding the Loss of Income resulting from the Fire Situation; AND FURTHER THAT Council accepts the recommendation from the Economic Development Advisory Committee that the

Municipality of Temagami partner with our business community and take the lead in working with the various provincial ministries that may be involved in recovery efforts for the many aspects of our local economy that have been severely affected by this summer's fire activity.

11. ANNOUNCEMENTS AND VERBAL REPORTS FROM MAYOR AND COUNCILLORS

12. CORRESPONDENCE

12.1 Items to be Considered Separately from Consent Agenda:

13. BY-LAWS

13.1 Items to be Considered Separately from Consent Agenda:

14. APPROVED MINUTES OF COMMITTEE MEETINGS

Draft Motion:

BE IT RESOLVED THAT the minutes of the Advisory Committees and Local Boards that have been submitted for Council's consideration be received and listed in the minutes of this meeting.

14.1 General Government and Finance Advisory Committee held on June 22, 2018

61

15. UNFINISHED BUSINESS

15.1 Expression of Interest for the Temagami Train Station

63

16. NEW BUSINESS

17. NOTICES OF MOTION

17.1 Notice of Reconsideration for Hiring a Planner

98

Draft Motion:

BE IT RESOLVED THAT Council reconsider Motion 18-307 As Amended.

Draft Motion:

BE IT RESOLVED THAT Council receive Memo 2018-M-035 regarding the Official Plan Update Process; AND FURTHER THAT Council direct Staff to defer the issuance of a Request for Proposal for an appropriate planner and or consultant (individual or firm) for the Official Plan update process until January; AND FURTHER THAT Council direct Staff to defer hiring a planner on a short term contract and or a consultant for the Official Plan Update Process until January.

17.2 Notice of Motion regarding Additional Parking at the Access Point

Draft Motion:

BE IT RESOLVED THAT Council direct staff to look at the approved Temagami Access Point Plan and identify the best new area as set out in the plan that would allow for the development of an additional 200 parking spaces; AND FURTHER THAT staff begin work on getting the required approvals for this work to be completed next spring and further that they be instructed to obtain a costing estimate for such work and that this item be put forth for consideration next year for budget purposes.

18. CONFIRMATION BY-LAW

18.1 By-law 18-1414- To Confirm Proceedings of Council

99

Draft Motion:

BE IT RESOLVED THAT By-law 18-1414, being a by-law to confirm the proceedings of

the Council of the Corporation of the Municipality of Temagami, be taken as read a first, second and third time and finally passed this 23rd day of August; AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.

19. **ADJOURNMENT**

Draft Motion:

BE IT RESOLVED THAT this meeting adjourn at p.m.



**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
COUNCIL IN COMMITTEE OF THE WHOLE MEETING
DRAFT MINUTES**

**Tuesday, August 14, 2018, 6:30 P.M.
Welcome Center**

PRESENT: L. Hunter, J. Harding, C. Lowery, D. O'Mara, R. Prefasi, D. Burrows
STAFF: C. Davidson, T. Lepage, B. Turcotte

CALL TO ORDER AND ROLL CALL

Mayor Hunter called the meeting to order at 6:30p.m. There were 13 people in the audience.
The Mayor called the roll.

ADOPTION OF THE AGENDA

- Councillor Prefasi Point of Order on a picture of Council that was posted on social media.
- Council requested a report on the day to day activities from the Treasurer/Administrator for the next regular Council meeting.
- Councillor O'Mara requested an update on the complaints received for parking at the Temagami Lake Access Road.

18-345

MOVED BY: D. Burrows

SECONDED BY: C. Lowery

BE IT RESOLVED THAT the Committee of the Whole meeting agenda dated August 14, 2018 be adopted as presented.

CARRIED

DECLARATION OF CONFLICT OR PECUNIARY INTEREST AND GENERAL NATURE THEREOF

None.

PRESENTATION OF THE TRACY GAUVREAU SCHOLARSHIP FUND TO ALLISON LOCKHART

18-346

MOVED BY: C. Lowery

SECONDED BY: R. Prefasi

BE IT RESOLVED THAT Council set aside normal Committee of the Whole Proceedings to allow time for a special presentation.

CARRIED

Presentation of the Tracy Gauvreau Scholarship Fund to Allison Lockhart.

MOVE TO COMMITTEE OF THE WHOLE

18-347

MOVED BY: J. Harding

SECONDED BY: R. Prefasi

BE IT RESOLVED THAT this meeting move to Committee of the Whole.
CARRIED

MINUTES OF PREVIOUS MEETINGS

- *18-07-26 - Regular Council Meeting July 26 2018 – DRAFT Minutes*
Moved to the consent agenda.

BUSINESS ARISING FROM THE MINUTES

- Council directed staff to bring back the motion passed awarding the Expression of Interest for the Temagami Train Station to Living Temagami at the next regular Council meeting.

STAFF REPORTS

- *Memo 2018-M-043 - Township of Howick Request for Support*
This item is added to the agenda as an item to be considered separately from the consent agenda, and council directed staff to bring more information with regards to care and maintenance trust for the next Council meeting.
- *Memo 2018-M-044 - Township of North Stormont Request for Support*
This item is added to the consent agenda with the proposed motion.
- *Memo 2018-M-045 - Camp Wanapitei Site Plan Amendment - SPC-18-10*
This item is added to the consent agenda with the proposed motion.
- *Memo 2018-M-046 - Pandolfo Site Plan Agreement - SPC-18-05*
This item is added to the consent agenda with the proposed motion.
- *Memo 2018-M-050 Regarding Doctor Recruitment*
This item is added to the consent agenda with the proposed motion.

COUNCIL COMMITTEE REPORTS

None.

ANNOUNCEMENTS AND VERBAL REPORTS FROM MAYOR AND COUNCILLORS

- Councillor Lowery noted that there have yet to be any delegation requests accepted at AMO although the notifications seem to be announced, so this may change prior to the conference.
- Mayor Hunter participated in a conference call with the Northeastern Ontario regarding Tourism impacts from the Forest Fires.
- C. Davidson gave a report regarding the day to day operations and his main focus has been on the 2017 Audit. He informed Council staff has utilized vacation time, tax bills will be sent out before Tuesday of next week, and cross training has begun due to Item no. 15.2 on the Agenda.

CORRESPONDENCE

- *11657 - Temagami Shores Inn and Resort Request to contact MTO and have the speed limit decreased and start further from town*
This item is added to the consent agenda with the proposed motion that the correspondence be sent to the Protection to Person and Property Advisory Committee for recommendation to Council.
- *11655 - Northeastern Ontario Tourism Conference call regarding the Tourism impacts from Forest Fires*

This item is to be received for information.

- *11636D - College of Physicians and Surgeons Nomination for Outstanding Ontario Physician*

This item is to be received for information.

- *11640 - Ministry of Government Services ONAlert - Summer Events Office of the Provincial Security Advisor*

This item is to be received for information.

- *11641 - Ministry of Municipal Affairs and Housing Message from the Minister*

This item is to be received for information.

- *11642 - Rural Ontario Municipal Association Annual Conference January 27-29, 2019*

This item is to be received for information.

- *11645 - City of North Bay Request for Support regarding Resolution passed No. 2018-229*

This item is to be received for information.

- *11646 - First Resource Management Group Inc. Timber Utilization on the Temagami Forest*

This item is to be received for information.

- *11647 - Rural Ontario Municipal Association 2019 Conference*

This item is to be received for information.

- *11649 - Independant Electrical System Operator Energy Consumption by Ontario Municipalities Booklets*

This item is to be received for information.

- *11650 - City of Niagara Falls Resolution passed regarding the North American Free Trade Agreement*

This item is to be received for information.

- *11652 - Association of Municipalities of Ontario Legislation impacting Municipal governments and changes to cannabis implementation*

This item is to be received for information.

- *11653 - Environmental and Land Tribunals Hearing room arrangements for LPAT File PL171040 and PL171040*

This item is to be received for information.

- *11654 - City of Hamilton Resolution of Support for Cannabis Grace Period Request*

This item is to be received for information.

- *11645A - LaTempra Council follow up with the new Minister regarding the Lake Temagami Access Point*

This it to be placed on the consent agenda with the proposed motion that the updated presentation be sent out to the current Minister and request an audience.

BY-LAWS

None.

APPROVED MINUTES OF COMMITTEE MEETINGS

- 18-04-24 - Library Board Minutes April 24 2018
- 18-05-22 - Library Board Minutes May 22 2018
- 18-06-12 - DRAFT - Planning Advisory Committee Minutes held on June 12, 2018

UNFINISHED BUSINESS

None.

NEW BUSINESS

- Memo 2018-M-048 - Clarification of Restricted Acts during Lane Duck

This item is to be placed on the consent agenda for information.

- Memo 2018-M-049 - Accounts Clerk

This item is to be placed on the consent agenda for information.

RETURN TO SPECIAL COUNCIL MEETING (Optional)

18-348

MOVED BY: C. Lowery

SECONDED BY: D. Burrows

BE IT RESOLVED THAT this meeting return to regular session at 7:10 p.m.

CARRIED

NOTICES OF MOTION

MOTIONS ON URGENT * ITEMS

(*Items on this agenda that need to be dealt with prior to the next regular council meeting)

18-349

MOVED BY: D. O'Mara

SECONDED BY: D. Burrows

BE IT RESOLVED THAT correspondence items numbered: 11.2 to 11.4 on this agenda be received by Council for information and be noted, filed, and recorded in the minutes of this meeting; AND FURTHER THAT the minutes of the Advisory Committees and Local Boards that have been submitted for Council's consideration be received and listed in the minutes of this meeting.

CARRIED

Resignation of Brian Koski Member of Council

This item was moved from Item No. 8.5 to 18.1.

Councillor Prefasi Point of Order as the motion presented needs to be separated into two sections.

18-350

MOVED BY: R. Prefasi

SECONDED BY: J. Harding

BE IT RESOLVED that Council of the Municipality of Temagami receives the letter of resignation from Brian Koski as a Member of Council, with regret; AND FURTHER THAT Council declares his seat vacant; AND FURTHER THAT Council directs staff to send a letter to Councillor Koski thanking him for his years of service to the Municipality.

CARRIED

Memo 2018-M-047 - Resignation of Brian Koski Member of Council

18-351

MOVED BY: R. Prefasi

SECONDED BY: D. Burrows

BE IT RESOLVED THAT Council appoint Dan O'Mara as Chair of the Public Works Committee and Ron Prefasi as second Councillor on the Committee.

CARRIED

18-352

MOVED BY: R. Prefasi

SECONDED BY: J. Harding

BE IT RESOLVED THAT Council appoints Councillor Dan O'Mara as Deputy Mayor to fill the vacancy left in this position.

Councillor C. Lowery requested a recorded vote.

Recorded	YEAS	NAYS	Abstain
L. Hunter		X	
D. Burrows	X		
J. Harding	X		
C. Lowery		X	
D. O'Mara			X
R. Prefasi	X		
Results	3	2	1
DEFEATED			

ADJOURNMENT

18-353

MOVED BY: C. Lowery

SECONDED BY: D. Burrows

BE IT RESOLVED THAT this meeting adjourn at 7:29 p.m.

Mayor

Clerk



**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
REGULAR COUNCIL MEETING
DRAFT MINUTES**

**Thursday, July 26, 2018, 6:30 P.M.
Welcome Center**

PRESENT: L. Hunter, J. Harding B. Koski, C. Lowery, D. O'Mara, R. Prefasi, D. Burrows
STAFF: Tammy Lepage, C. Davidson, B. Turcotte

CALL TO ORDER AND ROLL CALL

Mayor Hunter called the meeting to order at 6:30p.m. There were 18 people in the audience.
The Mayor called the roll.

ADOPTION OF THE AGENDA

18-300

MOVED BY: J. Harding

SECONDED BY: D. Burrows

BE IT RESOLVED THAT the Regular Council Meeting Agenda dated July 26, 2018 be adopted as amended.

CARRIED

The amendments are as follows:

- Item No. 7.1 Presentation of the senior of the Year Award be moved under Declaration of Conflict.
- Correspondence No. 8.1 from John Hodgson moved to 12.8 Items to be considered separately on the Agenda.
- Item No. 12.3 Code of Conduct Complaint be moved to 15.3 under Unfinished Business.
- Item 9.4 Staffing Positions during Lane Duck be moved to 4.2 under Closed Session.

18-301

MOVED BY: R. Prefasi

SECONDED BY: J. Harding

BE IT RESOLVED THAT that correspondence 9.4 be moved to 4.2 item to be considered in closed session.

Councillor Prefasi requested a recorded vote.

Recorded	YEAS	NAYS
L. Hunter	X	
J. Harding	X	
B. Koski	X	
C. Lowery	X	
D. O'Mara	X	
R. Prefasi	X	
D. Burrows	X	
Results	7	0
		CARRIED

DECLARATION OF CONFLICT OR PECUNIARY INTEREST AND GENERAL NATURE THEREOF

- Councillor Koski declared on item No.15.1- Code of Conduct as he is a subject of the Code of Conduct report.
- Councillor Lowery declared on item No.15.1- Code of Conduct she is subject of the Code of Conduct report.
- Mayor Hunter declared on item No.15.1- Code of Conduct she is subject of the Code of Conduct report.

Presentation of the Senior of the Year Award to Doug Adams

This item was moved from 7.1 to 3.1. Presentation of the Senior of the Year award to Doug Adams.

CLOSED SESSION

Pending disposition of land by the Municipality & Memo 2018-038 Staffing positions during lame duck. (*Memo 2018-038 was moved from 9.4 to 4.2 closed session*)

18-302

MOVED BY: B. Koski

SECONDED BY: C. Lowery

BE IT RESOLVED THAT this Regular / Special Council meeting proceed in camera at 6:44 p.m., under section 239 of the Municipal Act, 2001 as amended, in order to address matters pertaining to: (2)(c) A proposed or pending acquisition or disposition of land by the municipality or local board regarding Strathy Site Lot 198 RP36R9753 - Goward Avenue and (2)(e) Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.

CARRIED

The meeting returned to open session at 7:28 p.m.

ADOPTION OF MINUTES

Special Council Meeting July 9, 2018 - DRAFT Minutes

18-303

MOVED BY:

SECONDED BY:

BE IT RESOLVED THAT the Minutes of the Special Council Meeting held July 9, 2018 be adopted as presented.

CARRIED

Special Council Meeting July 11, 2018 - DRAFT Minutes

18-304

MOVED BY: C. Lowery

SECONDED BY: B. Koski

BE IT RESOLVED THAT the Minutes of the Special Council Meeting held July 11, 2018 be adopted as presented.

CARRIED

Committee of the Whole Minutes July 17, 2018 - DRAFT Minutes

18-305

MOVED BY: J. Harding

SECONDED BY: D. Burrows

BE IT RESOLVED THAT the Minutes of the Committee of the Whole Meeting held July 17, 2018 be adopted as presented.

CARRIED

BUSINESS ARISING FROM THE MINUTES

None.

DELEGATIONS/ PRESENTATIONS

Unregistered Presentations (Maximum 15 Minutes in Total- in accordance with rules in By-law)

None.

CONSENT AGENDA ITEMS

18-306

MOVED BY: C. Lowery

SECONDED BY: B. Koski

BE IT RESOLVED THAT Council adopt the consent agenda motions as presented on the agenda as amended.

CARRIED

Correspondence from York University dated July 5, 2018 regarding Professor Fox research study on patients and families

18-306

MOVED BY: C. Lowery

SECONDED BY: B. Koski

BE IT RESOLVED THAT Council supports the efforts of Professor Fox research study on the care received in hospital of patients and families in rural Ontario and that copies of the correspondence be sent to local community groups.

CARRIED

Correspondence from Literacy Council of South Temiskaming regarding Donation Request

18-306

MOVED BY: C. Lowery

SECONDED BY: B. Koski

BE IT RESOLVED THAT Council authorize a donation in the amount of \$100.00 in support of their efforts.

CARRIED

STAFF REPORTS

Items to be Considered Separately from Consent Agenda:

Memo 2018-M-035 - Official Plan Review Process Update

18-307

MOVED BY: B. Koski

SECONDED BY: C. Lowery

BE IT RESOLVED THAT Council receive Memo 2018-M-035 regarding the Official Plan Update Process; AND FURTHER THAT Council direct Staff to defer the issuance of a Request for Proposal for an appropriate planner or a consultant (individual or firm) for the Official Plan update process until January.

To Amend:

18-308

MOVED BY: R. Prefasi

SECONDED BY: J. Harding

BE IT RESOLVED THAT the motion be amended to add Council direct Staff to defer the hiring of a planner on a short term contract or hiring a consultant for the Official Plan update process until January.

Councillor Prefasi requested a recorded vote.

Recorded	YEAS	NAYS	
L. Hunter	X		
J. Harding	X		
B. Koski	X		
C. Lowery	X		
D. O'Mara	X		
R. Prefasi	X		
D. Burrows		X	
Results	5	1	CARRIED

To Amend the Amendment:

18-309

MOVED BY: R. Prefasi

SECONDED BY: D. Burrows

BE IT RESOLVED THAT the motion be further amended to remove the word defer.

Recorded	YEAS	NAYS	
L. Hunter		X	
J. Harding	X		
B. Koski		X	
C. Lowery		X	
D. O'Mara		X	
R. Prefasi	X		
D. Burrows	X		
Results	3	4	DEFEATED

18- 307 (As Amended)

MOVED BY: B. Koski

SECONDED BY: C. Lowery

BE IT RESOLVED THAT Council receive Memo 2018-M-035 regarding the Official Plan Update Process; AND FURTHER THAT Council direct Staff to defer the hiring of a planner on a short term contract of 18 months and or hiring a consultant for the official plan update process until January; AND FURTHER TAT Council direct Staff to defer hiring a planner on a short term contract or a consultant for the Official Plan Update Process until January

CARRIED

Memo 2018-M-036 - Goals Treasurer/Administrator

C. Davidson answered questions from Council regarding this Memo and an update on the Vadim Software.

18-310

MOVED BY: C. Lowery

SECONDED BY: B. Koski

BE IT RESOLVED THAT Council receive Memo 2018-036 Goals Treasurer/Administrator; AND FURTHER THAT this item be received for information.

CARRIED

Memo 2018-M-039 - Update on Funding application regarding Access to Industrial Lots

18-311

MOVED BY: J. Harding

SECONDED BY: C. Lowery

BE IT RESOLVED THAT Council receive Memo 2018-039 Update on Funding application regarding Access to Industrial Lots; AND FURTHER THAT this item be received for information.

CARRIED

Memo 2018-M-041 - Restricted acts

18-312

MOVED BY: C. Lowery

SECONDED BY: D. O'Mara

BE IT RESOLVED THAT Council receive Memo 2018-041 Restricted Acts; AND FURTHER THAT this item be received for information.

CARRIED

Memo 2018-M-042 - 2018 AMO Conference

18-313

MOVED BY: D. Burrows

SECONDED BY: C. Lowery

BE IT RESOLVED THAT that Council receive Memo2018-M-042; AND FURTHER THAT should the local DSSAB be successful in arranging meetings with Provincial Ministers that are of a concern to the Municipality of Temagami that the Mayor and Treasurer/Administrator are requested to attend.

CARRIED

To Amend:

18-314

MOVED BY: J. Harding

SECONDED BY: O'Mara

BE IT RESOLVED THAT the motion be amended to remove reference of the Mayor from the resolution.

Councillor Prefasi requested a recorded vote.

Recorded	YEAS	NAYS
L. Hunter		X
J. Harding	X	
B. Koski		X
C. Lowery		X
D. O'Mara	X	
R. Prefasi	X	
D. Burrows		X
Results	3	4

DEFEATED

Report 2018-020 - Encroachments and Lot Line Variations regarding 12 Parkwood Lane
18-315

MOVED BY: C. Lowery

SECONDED BY: D. O'Mara

WHEREAS the Municipality of Temagami in 2014 received a request regarding the encroachments on 12 Parkwood Lane; AND WHEREAS the Municipality road encroaches on the property owner's driveway and the applicants garage encroaches on to municipal property; AND WHEREAS the Municipality of Temagami directed staff on February 20, 2014 to prepare and draft encroachment agreement for Council's consideration; AND WHEREAS an encroachment agreement will permit the structures to remain until the structures are demolished or otherwise removed; AND WHEREAS the proponent shall cover all legal costs associated with the encroachment agreement unless Council deems otherwise; NOW THEREFORE BE IT RESOLVED THAT Council receive Report No. 2018-020; AND FURTHER THAT Council direct staff to execute and finalize the agreement with the proponent.

CARRIED

Report 2018-18 - Temagami Fire Department Monthly Report June 2018
18-316

MOVED BY: B. Koski

SECONDED BY: D. O'Mara

BE IT RESOLVED THAT Council receive Report No. 2018-18 Temagami Fire Department Monthly Report; AND FURTHER THAT this item be received for information.

CARRIED

COUNCIL COMMITTEE REPORTS

Items to be Considered Separately from Consent Agenda:

Motion from Councillor D. O'Mara regarding Fire Pump Subsidy

Council directed staff to allocate the funding from the contingency account to cover the cost for the pumps, as this item was not budget for in the 2018 draft Budget.

18-317

MOVED BY: D. O'Mara

SECONDED BY: R. Prefasi

WHEREAS the Municipality of Temagami established a Fire Pump Subsidy Program in 2014 to provide a subsidy of \$400.00 towards the purchase of a standardized Fire Pump Package for residents who did not receive direct Fire Department Protection. To be eligible for this payment pump packages purchased had to meet specific specifications as set out in the attached information sheet; AND WHEREAS this program was extended until May 31, 2016 and was offered again in 2017; NOW THEREFORE BE IT RESOLVED that Council approve a further extension of this program in 2018 and offer the additional 15 fire pump subsidies on a first come bases to residents who meet the criteria and agree to the original terms as set out in 2014.

CARRIED

Motion from Councillor D. O'Mara regarding Signage and No parking Lake Temagami Access point

B. Turcotte spoke to this matter and informed Council that the signs have been ordered and that locates are only good for thirty days.

18-318

MOVED BY: D. O'Mara

SECONDED BY: R. Prefasi

WHEREAS a motion was approved in December 2016 to have new stop, yield and no parking signs installed at the Temagami Access Point and this has not yet been implemented; AND WHEREAS the LTAPP Committee has also made some additional recommendations for additional no parking areas to enhance public safety in this area; AND WHEREAS there has been growing concerns about Public safety at the Temagami Access point landing especially during the Summer Months and more so during peak long-weekends; NOW THEREFORE BE IT RESOLVED THAT Council again direct staff to make the necessary changes to By-Law 09-826 to reflect the location of new signs and no parking areas as noted on the attached map dated July 23,2018; AND FURTHER THAT Council direct staff to start immediate implementation of these directions and have appropriate signage if available installed before the August long-weekend or soon after if not; AND FURTHER THAT once these signs get installed our By-law Department shall be directed to start an implementation plan to make people aware of these changes before strict enforcement is followed.

CARRIED

ANNOUNCEMENTS AND VERBAL REPORTS FROM MAYOR AND COUNCILLORS

- Mayor Hunter regarding invitation from the TLA to attend the AGM and a member's only meeting and the Mayor was the only invitee. She further updated Council on the meeting between the Chamber of Commerce and Living Temagami and that leases should be provided to the Treasurer/Administrator shortly. She further thanked all staff, Ministries, Agencies, EMO, and our community for their support during the fire situation.
- Councillor Koski CEMC for Emergency Control Group – update that the state of emergency has been lifted.

- Councillor. O'Mara – a debriefing of Community Control Group be scheduled and thank you letters to be drafted at a later date.
- Councillor Harding – Ducks Unlimited is August 11th, 2018.
- Councillor Koski - information debriefing will be scheduled for the first week of August.
- Councillor Burrow's discrepancy as to who was awarded the expression of interest for the Train Station and that it needs to come back to Council at the next meeting.

CORRESPONDENCE

Items to be Considered Separately from Consent Agenda:

Clearwater Planning Request for refund on Variance Application for 295 Fox Run.

18-319

MOVED BY: D. Burrows

SECONDED BY: B. Koski

WHEREAS the Municipality of Temagami has received a letter from Clearwater Planning requesting a refund of the minor variance application fee of \$600; AND WHEREAS the invoice submitted from MHBC Planning, Urban Design & Landscape Architecture before taxes was \$711.75; AND WHEREAS past practice no refunds of payments for planning applications have ever been made; NOW THEREFORE BE IT RESOLVED THAT Council direct staff to notify Clearwater Planning that Council is not willing to approve the refund of the application at this time.

CARRIED

11639 - Northern Ontario Tourism Partnership Documents and Invoice

18-320

MOVED BY: J. Harding

SECONDED BY: D. O'Mara

BE IT RESOLVED THAT Council receive the renewal documents from Northeastern Ontario Tourism; AND FURTHER THAT Council authorize the renewal of this membership.

CARRIED

11630A - Steve Watt Adjournment of LPAT OMB Appeals PL171040 and PL171041

18-321

MOVED BY: B. Koski

SECONDED BY: D. O'Mara

BE IT RESOLVED THAT Council receive correspondence from Steve Watt dated July 3, 2018; AND FURTHER THAT this item be received for information.

CARRIED

11636B - Temiskaming Development Fund Corp Annual Meeting

18-322

MOVED BY: J. Harding

SECONDED BY: D. O'Mara

BE IT RESOLVED THAT Council receive correspondence from Temiskaming Development Fund Corp. regarding the annual meeting; AND FURTHER THAT this item be received for information.

CARRIED

11636C - Community Schools Alliance 2018 Annual Meeting and Nomination Form

Councillor Lowery informed Council that she is unable to accept, as she is already a member of the Executive Committee.

18-323

MOVED BY: C. Lowery

SECONDED BY: D. Burrows

BE IT RESOLVED THAT Council receive the correspondence from the Community Schools Alliance dated July 16, 2018 regarding the 2018 Annual Meeting and Nomination Form; AND FURTHER THAT Council nominate Carolyn Lowery to the Executive Committee of the Community Schools Alliance.

CARRIED

Correspondence from John Hodgson regarding request for the 1992 Financial Audit Report

This item was moved from Item No 8.1 to 12.7

Councillor Harding moved away from the table from 8:18 & returned 8:20.

18-324

MOVED BY: B. Koski

SECONDED BY: C. Lowery

That Council receive correspondence from John Hodgson; AND FURTHER THAT Council direct this matter be handled by staff.

CARRIED

BY-LAWS

Items to be Considered Separately from Consent Agenda:

By-Law 18-1409 - To delegate authority during a lame duck period

18-325

MOVED BY: B. Koski

SECONDED BY: C. Lowery

BE IT RESOLVED THAT By-law number 18-1409, being a bylaw delegate authority during a lame duck period be taken as read a first, second and third time and finally passed this 26th day of July 2018; AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.

CARRIED

By-Law 18-1410 - Appoint statutory positions

Mayor Hunter reported that the By-Law has been amended to appoint Craig Davidson as Acting Clerk, and Sandy Nadeau as Deputy Treasurer/Deputy Clerk, Tammy Lepage, Sabrina Pandolfo as Deputy Clerks.

18-326

MOVED BY: B. Koski

SECONDED BY: D. Burrows

BE IT RESOLVED THAT By-law number 18-1410, being a bylaw to Appoint Statutory positions be taken as read a first, second and third time and finally passed this 26th day of July 2018; AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.

CARRIED

By-Law 18-1411 - To Execute an Agreement with OCWA for Water and Wastewater systems

18-327

MOVED BY: B. Koski

SECONDED BY: D. O'Mara

BE IT RESOLVED THAT By-law number 18-1411, being a bylaw to execute an Agreement with Ontario Clean Water Agency and Wastewater Systems be taken as read a first, second and third time and finally passed this 26th day of July 2018; AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.

CARRIED

By-Law 18-1412 - To set the amounts for Area-rated charges

18-328

MOVED BY: B. Koski

SECONDED BY: R. Prefasi

BE IT RESOLVED THAT By-law number 18-1411, being a bylaw to set the 2018 amounts for Area-rated charges be taken as read a first, second and third time and finally passed this 26th day of July 2018; AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.

CARRIED

18-329

MOVED BY: B. Koski

SECONDED BY: R. Prefasi

BE IT RESOLVED THAT Council approve Schedule A with the base rate being \$891.42.

CARRIED

18-330

MOVED BY: R. Prefasi

SECONDED BY: B. Koski

BE IT RESOLVED THAT Council approve Schedule D with the base rate being \$80.78.

CARRIED

APPROVED MINUTES OF COMMITTEE MEETINGS

None.

UNFINISHED BUSINESS

Reports from Antoinette Blunt Integrity Commissioner

18-331

MOVED BY: B. Koski

SECONDED BY: C. Lowery

BE IT RESOLVED THAT Council receive report from Antoinette Blunt Integrity Commissioner regarding code of conduct complaint No. 2018-01; AND FURTHER THAT this report be noted and filed in the minutes of this meeting.

CARRIED

To Amend:

Councillor Prefasi moved away from the table as he declared a conflict on this amendment.

18-332

MOVED BY: J. Harding

SECONDED BY: D. Burrows

BE IT RESOLVED THAT the motion be amended to add in accordance with Council's Code of Conduct that two months (1 per infraction) be levied as a fine.

DEFEATED

Councillor Harding requested a recorded vote.

Recorded	YEAS	NAYS
L. Hunter		X
J. Harding	X	
B. Koski		X
C. Lowery		X
D. O'Mara	X	
D. Burrows	X	
Results	3	3

DEFEATED

Councillor Prefasi returned to the table.

Report 2018-02

Councillor Lowery moved away from the table declared a Conflict of Interest on this matter.

18-333

MOVED BY: B. Koski

SECONDED BY: D. Burrows

BE IT RESOLVED THAT Council receive report from Antoinette Blunt Integrity Commissioner regarding code of conduct complaint No. 2018-02; AND FURTHER THAT this reports be noted and filed in the minutes of this meeting;

AMENDED

To Amend:

18-334

MOVED BY: J. Harding

SECONDED BY: D. Burrows

BE IT RESOLVED THAT the motion be amended to add in accordance with Council's Code of Conduct that two months (1 per infraction) be levied as a fine.

Recorded	YEAS	NAYS
L. Hunter		X
J. Harding	X	
B. Koski		X
D. O'Mara	X	
R. Prefasi	X	
D. Burrows	X	
Results	4	2

CARRIED

Councillor Koski declined to move the resolution as amended.

18-333 (As Amended)

MOVED BY: J. Harding

SECONDED BY: D. Burrows

BE IT RESOLVED THAT Council receive report from Antoinette Blunt Integrity Commissioner regarding code of conduct complaint No. 2018-02; AND FURTHER THAT this reports be noted and filed in the minutes of this meeting; AND FURTHER THAT in accordance with Council's Code of Conduct that two months (1 per infraction) be levied as a fine.

Councillor Harding requested a recorded vote.

Recorded	YEAS	NAYS
L. Hunter		X
J. Harding	X	
B. Koski		X
D. O'Mara	X	
R. Prefasi	X	
D. Burrows	X	
Results	4	2

CARRIED

Councillor Lowery returned to the table.

Report 2018-03

Councillor Koski declared a conflict on this matter and moved away from the table

18-335

MOVED BY: J. Harding

SECONDED BY: D. Burrows

BE IT RESOLVED THAT Council receive report from Antoinette Blunt Integrity Commissioner regarding code of conduct complaint No. 2018-03; AND FURTHER THAT this reports be noted and filed in the minutes of this meeting.

AMENDED

To Amend:

18-336

MOVED BY: J. Harding

SECONDED BY: D. Burrows

BE IT RESOLVED THAT the motion be amended to add in accordance with Council's Code of Conduct that one month per infraction be levied as a fine.

Councillor Prefasi requested a recorded vote.

Recorded	YEAS	NAYS	
L. Hunter		X	
J. Harding	X		
C. Lowery		X	
D. O'Mara	X		
R. Prefasi	X		
D. Burrows	X		
Results	4	2	
			CARRIED

18-335 (As Amended)

MOVED BY: J. Harding

SECONDED BY: D. Burrows

BE IT RESOLVED THAT Council receive report from Antoinette Blunt Integrity Commissioner regarding code of conduct complaint No. 2018-03; AND FURTHER THAT this report be noted and filed in the minutes of this meeting; AND FURTHER THAT in accordance with Council's Code of Conduct that one month per infraction be levied as a fine.

CARRIED

Councillor Koski returned to the table.

Report 2018-04

Mayor Hunter declared a conflict on this matter and Councillor Koski assumed the Chair as Deputy Mayor.

18-337

MOVED BY: J. Harding

SECONDED BY: D. Burrows

BE IT RESOLVED THAT Council receive report from Antoinette Blunt Integrity Commissioner regarding code of conduct complaint No. 2018-04; AND FURTHER THAT this report be noted and filed in the minutes of this meeting.

AMENDED

To Amend:

18-338

MOVED BY: J. Harding

SECONDED BY: D. Burrows

BE IT RESOLVED THAT the motion be amended to add in accordance with Council's Code of Conduct that one month per infraction be levied as a fine.

Councillor Harding requested a recorded vote.

Recorded	YEAS	NAYS	
J. Harding	X		
B. Koski		X	
C. Lowery		X	
D. O'Mara	X		
R. Prefasi	X		
D. Burrows	X		
Results	4	2	
			CARRIED

Mayor Hunter assumed Chair.

18-337 (As Amended)

MOVED BY: J. Harding

SECONDED BY: D. Burrows

BE IT RESOLVED THAT Council receive report from Antoinette Blunt Integrity Commissioner regarding code of conduct complaint No. 2018-04; AND FURTHER THAT this report be noted and filed in the minutes of this meeting; AND FURTHER THAT in accordance with Council's Code of Conduct that one month per infraction be levied as a fine.

CARRIED

Mayor Hunter vacated as Chair. Councillor Koski assumed Chair.

Notice of Reconsideration

18-339

MOVED BY: L. Hunter

SECONDED BY: D. O' Mara

BE IT RESOLVED THAT resolution No. 18-331 regarding report No. 2018-01 be reconsidered.

AMENDED

To Amend:

18-340

MOVED BY: L. Hunter

SECONDED BY: C. Lowery

BE IT RESOLVED THAT the motion be amended to add in accordance with Council's Code of Conduct that one month per infraction be levied as a fine.

AMENDED

Mayor Hunter assumed Chair.

18-331 (As Amended)

MOVED BY: B. Koski

SECONDED BY: C. Lowery

BE IT RESOLVED THAT Council receive report from Antoinette Blunt Integrity Commissioner regarding code of conduct complaint No. 2018-01; AND FURTHER THAT this report be noted and filed in the minutes of this meeting; AND FURTHER THAT in accordance with Council's Code of Conduct that one month per infraction be levied as a fine.

Recorded	YEAS	NAYS	
L. Hunter	X		
J. Harding	X		
B. Koski		X	
C. Lowery	X		
D. O'Mara	X		
D. Burrows	X		
Results	5	1	CARRIED

Memorandum from the Integrity Commissioner

18-341

MOVED BY: D. O'Mara

SECONDED BY: J. Harding

BE IT RESOLVED THAT Council receive the Memorandum from Antoinette Blunt Integrity Commissioner; AND FURTHER THAT Council direct staff to incorporate some of the information in future training of Staff and Council.

CARRIED

Code of Conduct complaint received June 28, 2018

This item was moved from 12.3 to 15.3 Unfinished Business.

Councillor Harding declined to move the resolution.

18-342

MOVED BY: C. Lowery

SECONDED BY: D. O'Mara

BE IT RESOLVED THAT Council receive the Code of Conduct complaint dated June 28, 2018; AND FURTHER THAT Council exercises its authority under Section 223 of the Municipal Act 2001, as amended, to appoint an Integrity Commissioner who would be responsible for performing an independent investigation and reporting back to Council; AND FURTHER THAT Council hereby appoints Excellence for Municipalities as the Integrity Commissioner to perform the investigation on this matter.

Councillor Prefasi requested a recorded vote.

Recorded	YEAS	NAYS	
L. Hunter	X		
J. Harding		X	
B. Koski		X	
C. Lowery		X	
D. O'Mara		X	
R. Prefasi		X	
D. Burrows		X	
Results	1	6	DEFEATED

NEW BUSINESS

None.

NOTICES OF MOTION

CONFIRMATION BY-LAW

By-Law 18-1413 - To Confirm Proceedings of Council

18-343

MOVED BY: D. Burrows

SECONDED BY: J. Harding

BE IT RESOLVED THAT By-law 18-1413, being a by-law to confirm the proceedings of the Council of the Corporation of the Municipality of Temagami, be taken as read a first, second and third time and finally passed this 26th day of July; AND FURTHER THAT the said by-law be signed by the Mayor and Clerk and recorded in the by-law book.

CARRIED

ADJOURNMENT

18-344

MOVED BY: B. Koski

SECONDED BY: D. Burrows

BE IT RESOLVED THAT this meeting adjourn at 9:15 p.m.

CARRIED

Mayor

Clerk



Corporation of the Municipality of Temagami

Memorandum to Council

Memo No.
2018-M-044

☒ **Staff**

☐ **Committee**

Subject:	Resolution from Township of North Stormont
Agenda Date:	August 14, 2018
Attachments:	Correspondence from Township of North Stormont

RECOMMENDATION

BE IT RESOLVED that the Council of the Municipality of Temagami receives correspondence regarding resolution No. RES-1437-2018 from the Township of North Stormont; NOW THEREFORE BE IT RESOLVED THAT Council receive Memo 2018-M-044; AND FURTHER THAT Council supports the request for the Province of Ontario to extend its areas of responsibilities to include any costs that municipalities may have to inherit from Green Energy Projects such as water quality, site restoration, and infrastructure repair.

INFORMATION

Communication received from the Township of North Stormont on July 27, 2018 is attached to and forms part of this report.

There is concern that municipalities will be left with a great deal of financial obligation related to abandoned Green Energy project at the end of their useful life especially since municipalities were removed from any position of control for these projects by the Green Energy Act.

With unrelated comments made by the newly appointed Minister of Municipal Affairs and Ministry of Housing Steve Clark of wanting to hear from municipalities regarding improvements that could be made, perhaps we are at an appropriate junction in municipal/provincial relations for such petitions to be heard.

Prepared by:

Reviewed by:

Craig Davidson, Treasurer/Administrator	
Name, Position	Name, Position



Corporation of the Municipality of Temagami

Memo No.
2018-M-045

Memorandum to Council

☒ Staff
☐ Committee

Subject: Site Plan Amendment No. SPC-18-10 Camp Wanapitei Amends SPC-15-03

Agenda Date: August 14, 2018

Attachments for Information:

- SPC-18-10 Site Plan Application & Draft Agreement
- SPC-15-03 Site Plan Agreement

RECOMMENDATION

This memorandum is to recommend that Council consider the following motion:

BE IT RESOLVED THAT Council receive Memo 2018-M-045 regarding the proposed amendment of a previous site plan agreement; AND FURTHER THAT Council approve the proposed Site Plan Control Agreement SPC-18-10, being an amendment to the existing site plan for Camp Wanapitei Co-Ed Camps Limited.

INFORMATION

Camp Wanapitei entered into a site plan agreement with the Municipality of Temagami in 2015(Attached). The primary purpose of the agreement was to change the location of two buildings shown on the Schedule B.

Geoff Hodgins, President of Camp Wanapitei has made an application for site plan control. The property is zoned Tourist Commercial Youth Camp (TCYC) and By-law 07-728 requires that commercial properties be approved by Municipal Council and subsequently signed by the Mayor and Municipal Clerk.

The proposed development below is consistent with the Tourist Commercial Youth Camp Zone as permitted in the Zoning By-Law.

1. Proposed Construction of a 24' x 36' Office;
2. Proposed Construction of a 8' x 8' Shed for the Electrical Panel;
3. Proposed (4) Tent Platforms of 10' x 14' size;
4. Proposed Construction of a 20' x 24' Staff Cabin;
5. Proposed Construction of a 16' x 24' Camper Cabin;
6. Proposed Re-construction of a 54' x 40' Kitchen & Laundry Facilities;
7. Proposed Construction of a 20' x 16' Mini Sangeo;
8. Propose relocation of a 12' x 15' Tent Drying Shelter;
9. Proposed demolition of a 16' x 16' Wash House;
10. Proposed demolition of a 28' x 38' + 27' x 20' Dining Hall/Kitchen;

It is recommended that Council pass a resolution authorizing the Mayor and Clerk to sign the attached Site Plan Agreement.

Prepared by:

Reviewed and Approved for Council consideration by:

Tammy Lepage,
Planning Clerk/Deputy Clerk

Craig Davidson
Treasurer/Administrator /Acting Clerk

Name, Position

Name, Position

**The Corporation of the Municipality of
Temagami**



Application for Site Plan Control

PLEASE READ BEFORE COMPLETING THIS APPLICATION

In addition to this form, the Applicant will be required to submit the appropriate fee, site plan, and any additional information required to assess the proposal. Failure to submit all of the required information may prevent or delay the consideration of the Application. If more space is required please use additional sheets.

Please Print and Complete or (✓) Appropriate Box(es)

SECTION 1 – APPLICANT INFORMATION		
1.1 Owner Information		
Name of Owner(s) Camp Wanapitei		
Home Telephone Number 613-267-2337	Business Telephone Number 705-267-6838	
Fax Number	Email Address ghodgins_gba@gmail.com	
Mailing Address Wanapitei, 2845 Red Squirrel Road, Temagami		Postal Code P0H 2H0
If the owner is a corporation, please provide the name of the person who has the authority to bind the corporation and who will sign the legal agreement on behalf of the Corporation		
Name(s): <u>Geoff Hodgins</u>		
Position(s): <u>President</u>		
1.2 Agent Information (Who is making the application on behalf of the owner)		
Name of Agent / Contact Person:		
Home Telephone Number	Business Telephone Number	
Fax Number	Email Address	
Mailing Address		Postal Code

1.3 Please specify to whom all communications should be sent

- ☒ Owner
☐ Agent
☐ Both Owner and Agent

SECTION 2 – LOCATION OF THE SUBJECT LAND

2.1 Location of Land

Municipal Address

2845 Red Squirrel Road, Temagami, Ontario, P0H 2H0

Legal Description

HS 2020, Township of Aston, District of Nipissing, part 1 Plan 36R-2749

SECTION 3 – AUTHORIZATION

3.1 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.

AUTHORIZATION OF OWNER FOR AGENT TO MAKE THE APPLICATION

I, _____, am the owner of the land that is subject of this application and I authorize _____ to make this application on my behalf.

Signature of Owner(s)

Date

3.2 If the applicant is not the owner of the land that is the subject of this application, complete the authorization of the owner concerning personal information set out below.

AUTHORIZATION OF OWNER FOR AGENT TO DISCLOSE PERSONAL INFORMATION

I, _____, am the owner of the land that is subject of this application and for the purpose of the Freedom of Information and Protection of Privacy Act I authorize _____ to make this application on my behalf.

Signature of Owner(s)

Date

3.3 Consent of Owner – Complete the consent of the owner concerning personal information set out below

CONSENT OF THE OWNER TO THE USE AND DISCLOSURE OF PERSONAL INFORMATION

I, Geoff Hodgins an owner of CB, am ~~the owner~~ of the land that is the subject of this application and for the purposes of the Freedom of Information and protection of Privacy Act, I authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the Planning Act for the purposes of processing this application.


Signature of Owner(s)

July 8, 2018

Date

3.4 Consent of Owner – Site Visit

I, Geoff Hodgins an CB, am ~~the owner~~ of the land that is the subject of this application and I authorize municipal staff and committee of adjustment members to enter onto the property to gather information necessary for assessing this application.


Signature of Owner(s)

July 8, 2018

Date

SECTION 4 – CHECK LIST

Have you remembered to attach the following

- ☐ 2 copies of the completed application form
- ☐ 2 copies of the required sketch
- ☐ 2 copies of any required technical or justification study
- ☐ The required fee (cheque payable to the Municipality of Temagami)

SECTION 5 – DESCRIPTION OF THE PROJECT

5.1 Project Description

Nature and extent of project

Demolition, rebuilding of the camp kitchen and laundry facilities

Description of any proposed buildings/structures

The new structure will be rebuilt in a location of the existing kitchen but will be expanded to incorporate laundry facilities, additional cooking equipment and a place for the cooking staff to eat.

Description of any proposed uses

All normal kitchen activities, food storage, kitchen staff dining, staff meeting and laundry

SECTION 6 – AFFIDAVIT OR SWORN DECLARATION (to be completed by each owner)

I, Geoff Hodgins
(full name)

of the Town of Perth
(city, town)

in the County of Lanark
(region, county, district)

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.

Sworn (or declared) before me

at the Town of Perth
(city, town)

in the County of Lanark
(region, county, district)

this 8th day of June, 2018

PA Bowls
(Commissioner, etc.)

[Signature]
Owner

THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI
P.O. BOX 220
TEMAGAMI, ONTARIO P0H 2H0
(705) 569-3421
FAX: (705) 569-2834
E-MAIL: visit@temagami.ca
WEBSITE: www.temagami.ca



SITE PLAN CONTROL AGREEMENT NO. SPC-18-10 AMENDS SPC-15-03

THIS AGREEMENT made this _____ day of _____, 20____

B E T W E E N:

**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
7 LAKESHORE DRIVE, BOX 220, TEMAGAMI, ON, P0H 2H0**

(hereinafter called "*the Municipality*")

OF THE FIRST PART

- and -

**CAMP WANAPITEI CO-ED CAMPS LIMITED
2841 RED SQUIREL ROAD, TEMAGAMI, P0H 2H0**

(hereinafter called "*the Owner*")

OF THE SECOND PART

WHEREAS the Owner has made application to the Municipality to develop and/or redevelop the lands and premises which are within a Site Plan Control Area, and are described as:

Roll Number: 4869-680-000-09000-0000

Civic Address: 2841 Red Squirrel Road

Legal Description: PCL 22871 SEC NIP; PT SUMMER RESORT LOCATION
HS2020 ASTON PT 1 36R2749, RESERVING THE LAND
UNDER THE WATER OF SQUIRREL CREEK; TEMAGAMI

Zone: TCYC – TOURIST COMMERCIAL YOUTH CAMPS

AND WHEREAS the proposed development of the subject lands by the Owner is outlined on a site plan included as Schedule A and forms part of this agreement;

AND WHEREAS the proposed development of the subject lands by the Owner is to be in accordance with the site plan control area requirements as set forth in By-law No. 07-728 passed pursuant to Section 41 of the Planning Act, RSO 1990, c. P.13 as amended;

AND WHEREAS the Parties hereto have agreed that the specific provisions as set forth herein shall be met by the Owner as a condition to the approval of the development of the lands;

NOW THIS AGREEMENT WITNESSETH that in accordance of the mutual covenants and conditions herein set forth, and the required payment by the owners to the Municipality, the receipt whereof is hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. GENERAL PROVISIONS

- 1.1** All natural tree, shrub and ground cover shall be retained except where limited clearing is required to provide sites for buildings and structures, and walkways. Mature trees shall be retained on the property.
- 1.2** Exterior lighting on the property and on the buildings shall be designed to shine directly down so that there is no impact on the night sky.
- 1.3** Any infilling of low areas and other site alterations shall require that a stormwater management study be completed prior to infilling. A copy of the study shall be given to the Municipality prior to commencement of infilling.
- 1.4** The Owner is responsible to mitigate storm water runoff during the construction stage to ensure there is no runoff into Sandy Inlet.
- 1.5** Permission is given for the following construction as shown on Schedule A subject to the requirements of the Zoning By-law, Ontario Building Code, and Province of Ontario:
 1. Proposed Construction of a 24' x 36' Office;
 2. Proposed Construction of a 8' x 8' Shed for the Electrical Panel;
 3. Proposed (4) Tent Platforms of 10' x 14' size;
 4. Proposed Construction of a 20' x 24' Staff Cabin;
 5. Proposed Construction of a 16' x 24' Camper Cabin;
 6. Proposed Re-construction of a 54' x 40' Kitchen & Laundry Facilities;
 7. Proposed Construction of a 20' x 16' Mini Sangeego;
 8. Propose relocation of a 12' x 15' Tent Drying Shelter;
 9. Proposed demolition of a 16' x 16' Wash House;
 10. Proposed demolition of a 28' x 38' + 27' x 20' Dining Hall/Kitchen;

2. AGREEMENT REGISTRATION

- 2.1** This Agreement or any notice of this Agreement shall be registered against the subject lands at the expense of the Owner. The Municipality shall enforce the provisions hereof against the Owner and any and all subsequent owners of the subject lands. The Owner agrees that

de-registration of this agreement shall not be permitted without the written consent of the Municipality.

- 2.2** The Parties agree that this Agreement shall be registered by the Municipality against the Owner's lands at the Owner's expense.

3. SCHEDULES AND REQUIREMENTS

The following schedules form part of this agreement:

Schedule A - Site Plan

4. BUILDING PERMITS

- 4.1** Building permits shall not be issued for development on the lands described in Schedule A attached hereto, until this Agreement has been signed by all Parties. The Site Plan Agreement will be registered on title by the Municipality and a registered copy of the Agreement will be provided to the owner and the Municipality.

5. ENFORCEMENT

- 5.1** The Owner agrees to carry out the works described herein materially according to the provisions of this Agreement. In the event that the Owner deviates from said provisions, in addition to any other remedy, the Owner hereby authorizes the Municipality, its officers, servants, agents and employees to enter on the subject lands and to correct the deviation at the Owner's expense and to add the cost thereof to the Collector's Roll for the said lands and to collect the said costs, with interest in like manner as municipal taxes.

- 5.2** The parties acknowledge the provisions of Section 67 of the Planning Act R.S.O. 1990 c. P.13 as amended, which provides that persons who contravene Section 41 of the Planning Act are liable on a first conviction to a fine of not more than \$25,000 and on a subsequent conviction of not more than \$10,000 for each day or part thereof upon which the contravention has continued after the day on which the person was first convicted.

6. AMENDMENT, EFFECT AND NOTICE

- 6.1** This Agreement shall only be amended or varied by a written document of equal formality herewith duly executed by the Parties and registered against the title to the subject lands.
- 6.2** The Agreement shall come into effect on the date of execution by the Parties.

Any notice required to be given pursuant to the terms of this Agreement shall be in writing and mailed or delivered to the current address of the other Party.

WITNESS the signature and seal of the parties hereto.

THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI

Mayor
Lorie Hunter

Deputy Clerk
Craig Davidson

Witness

Camp Wanapitei Co-Ed Camps Limited
Geoff Hodgins, President
I have the authority to bind the Corporation

Print Name: _____

FACSIMILE:

Either party may execute this Site Plan Control Agreement by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that this Site Plan Control Agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.

All building locations and size are approximate.
Review in conjunction with site survey, dated October, 21, 1944
Open - refers to building with a roof but no walls

Legend

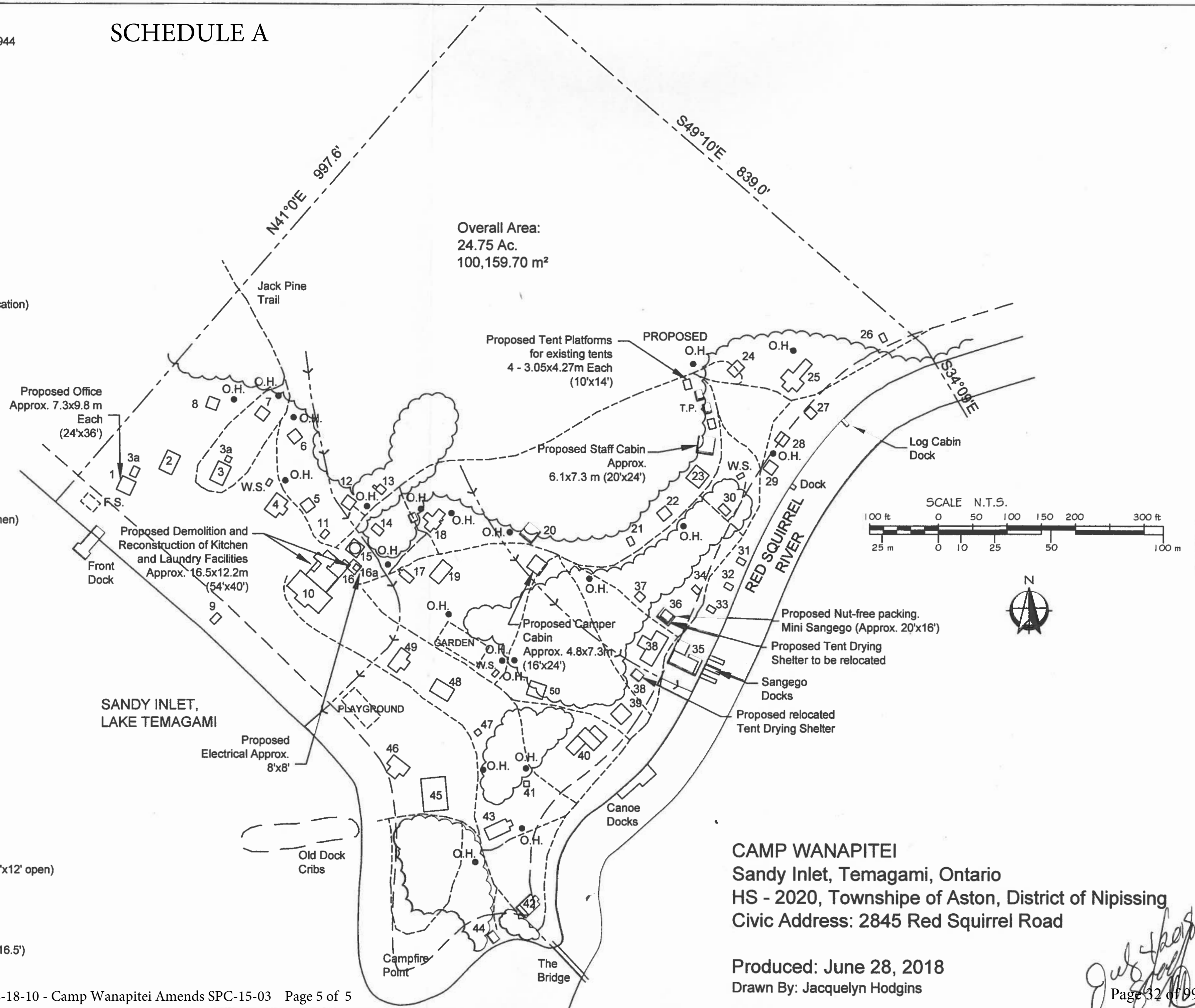
W.S. Wash Station
F.S. Fuel Storage Area
T.P. Tent Platforms
O.H. Outhouse (Shifts constantly)

----- trails
 ~~~~~ treeline  
 — → — drainage  
 — — — 15 m saa

### Building List

- |     |                                                                                                                                                                |                       |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 1   | Proposed Office - 24'x36' (Approx.)                                                                                                                            |                       |
| 2   | Red Bird Cage - 21'x31'                                                                                                                                        |                       |
| 3   | Blue Bird Cage / Current Office - 21'x31'                                                                                                                      |                       |
| 3a  | Office Storage - 8'x8' (Relocated to proposed office location)                                                                                                 |                       |
| 4   | Red Pine - (21'x30')+(12'x6')                                                                                                                                  |                       |
| 5   | Les Peupliers - 16'x16'                                                                                                                                        |                       |
| 6   | Kitigay - 16'x16'                                                                                                                                              |                       |
| 7   | Les Voyageurs - 16'x16'                                                                                                                                        |                       |
| 8   | Mukwa - 16'x16'                                                                                                                                                |                       |
| 9   | Pump House (Water treatment plant) - 8'x8'                                                                                                                     |                       |
| 10  | Dining Hall / Kitchen - Existing (28'x38')+(27'x20')<br>(Proposed demolish of exiting kitchen / laundry -<br>New Kitchen / Laundry Facilities approx. 54'x40') | Proposed<br>Approx. 7 |
| 11  | Bella's Condo - 8'x12'                                                                                                                                         |                       |
| 12  | The Barn - 16'x16'                                                                                                                                             |                       |
| 13  | Generator Shed - 10'x12' + 6'x4'                                                                                                                               |                       |
| 14  | Cook's Cabin - 10.5'x16'                                                                                                                                       |                       |
| 15  | Water Tower                                                                                                                                                    |                       |
| 16  | Wash House (laundry facilities) - 16'x16'<br>(Proposed demolition; to be incorporated into new kitchen)                                                        |                       |
| 16a | Proposed electrical panels- Approx. 8'x8'                                                                                                                      |                       |
| 17  | Shower House - (10'x20')+(3'x4')                                                                                                                               |                       |
| 18  | JWP - Directors Cabin - 26'x34'                                                                                                                                |                       |
| 18a | ATV storage - Open 10'x12'                                                                                                                                     |                       |
| 19  | Malcolm Thomas- 18'x32'                                                                                                                                        |                       |
| 20  | Maki House II - 20'x20'                                                                                                                                        |                       |
| 21  | The Burrow - 12'x8'                                                                                                                                            |                       |
| 22  | Charles Paradis- 16'x16'                                                                                                                                       |                       |
| 23  | Staff House - 24'x20'                                                                                                                                          |                       |
| 24  | ATV Shed - Open 20' x 15'                                                                                                                                      |                       |
| 25  | Log Cabin- (16.5'x32')+(13'x28')+(8'x13')                                                                                                                      |                       |
| 26  | North of the Wall - 12'x8'                                                                                                                                     |                       |
| 27  | Wood Shed - Open 12.5'x14.5'                                                                                                                                   |                       |
| 28  | Le Quai - 16'x16'                                                                                                                                              |                       |
| 29  | A-Frame - Previous location                                                                                                                                    |                       |
| 30  | Pagel's Palace (Trip Director's Cabin) - 10'x16'                                                                                                               |                       |
| 31  | Toad Hall - 8'x8'                                                                                                                                              |                       |
| 32  | The Shire - 8'x8'                                                                                                                                              |                       |
| 33  | Rivendell - 8'x8'                                                                                                                                              |                       |
| 34  | Hidden Hollow - 8'x8'                                                                                                                                          |                       |
| 35  | Sangego - (20'x48')+(18.5'x18.5' open)+(21'x6' stairs)                                                                                                         |                       |
| 36  | Tent Drying Rack - Open 12'x15'                                                                                                                                |                       |
| 37  | The Stables (Staff Storage) - 12'x11'                                                                                                                          |                       |
| 38  | Dick Twain - (20'x48')+(14'x16')                                                                                                                               |                       |
| 39  | Canvas Canoe Shed - Open 16.5'x21'                                                                                                                             |                       |
| 40  | Commanda Dry Docks- (16'x32')+(24.5'x16' open)+(24'x12' open)                                                                                                  |                       |
| 41  | North Wing - 8'x8'                                                                                                                                             |                       |
| 42  | Red Squirrel- (20.5'x28.5')+(4'x8')                                                                                                                            |                       |
| 43  | Hospital (1890's) - (34'x18')+(6'x8.5')                                                                                                                        |                       |
| 44  | Sauna- 16'x12'                                                                                                                                                 |                       |
| 45  | Post Office (Activity Centre)- 36'x48'                                                                                                                         |                       |
| 46  | Arts and Craft Tent (Building not tent) - (16'x30')+(10'x16.5')                                                                                                |                       |
| 47  | Mountain View - 8'x8'                                                                                                                                          |                       |
| 48  | Shingoose (1931) - 30.5'x21'                                                                                                                                   |                       |
| 49  | Tresspassers X - (16'x33')+(7'x14.5')                                                                                                                          |                       |
| 50  | Ice House (1890's) - historical facade only                                                                                                                    | SPC-18-10 - C         |

SPC-18-10 - Camp Wanapitei Amends SPC-15-03 Page 5 of 5



**CAMP WANAPITEI**  
Sandy Inlet, Temagami, Ontario  
HS - 2020, Township of Aston, District of Nipissing  
Civic Address: 2845 Red Squirrel Road

Produced: June 28, 2018  
Drawn By: Jacquelyn Hodgins

Page 32 of 99

THE CORPORATION OF THE  
MUNICIPALITY OF TEMAGAMI  
P.O. BOX 220  
TEMAGAMI, ONTARIO P0H 2H0  
(705) 569-3421  
FAX: (705) 569-2834  
E-MAIL: visit@temagami.ca  
WEBSITE: www.temagami.ca



**SITE PLAN CONTROL AGREEMENT NO. SPC-15-03**

**THIS AGREEMENT** made this 27 day of May, 2015

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI  
Box 220, Temagami, ON P0H 2H0**

(hereinafter called "*the Municipality*")

**OF THE FIRST PART**

- and -

**Camp Wanapitei Co-ed Camps Ltd.  
5 Wyndham St. North  
Guelph, Ontario  
N1H 4E2**

(hereinafter called "*the Owner*")

**OF THE SECOND PART**

**WHEREAS** The owner previously entered into a Site Plan Agreement SPC 10-24

**WHEREAS** The owner is desirous of amending the original site plan agreement for the purpose of exchanging the location of the Activity Center with the Craft Center as positioned on Site Plan Agreement SPC-10-24.

**WHEREAS** this amendment to the Site Plan Agreement supersedes all previous agreements.

**WHEREAS** The Owner has made application to the Municipality to develop and/or redevelop the lands and premises which are within a Site Plan Control Area, and are described as:

**Roll Number:** 4869 680 000 09000 0000

**Civic Address:** 2841 Red Squirrel Rd.

**Legal Description:** Aston PT SR LOC HS 2020 Lake Temagami 36R2749 Part 1 PCL 22871 NIP

**Zone:** TCYC – Tourist Commercial Youth Camp

**AND WHEREAS** the proposed development of the subject lands by the Owner is outlined on a site plan included as Schedule A, and forms part of this agreement;

**AND WHEREAS** the proposed development of the subject lands by the Owner is to be in accordance with the site plan control area requirements as set forth in By-law No. 07-728 passed pursuant to Section 41 of the Planning Act, RSO 1990, c. P.13 as amended;

**AND WHEREAS** the Parties hereto have agreed that the specific provisions as set forth herein shall be met by the Owner as a condition to the approval of the development of the lands;

**NOW THIS AGREEMENT WITNESSETH** that in accordance of the mutual covenants and conditions herein set forth, and the required payment by the owners to the Municipality, the receipt whereof is hereby acknowledged, the Parties do hereby covenant and agree as follows:

#### **1.0 GENERAL PROVISIONS**

- 1.1** All natural tree, shrub and ground cover shall be retained except where limited clearing is required to provide sites for buildings and structures, and walkways. Mature trees shall be retained on the property.
- 1.2** Exterior lighting on the property and on the buildings shall be designed to shine directly down so that there is no impact on the night sky.
- 1.3** Any infilling of low areas and other site alterations shall require that a stormwater management study be completed prior to infilling. A copy of the study shall be given to the Municipality prior to commencement of infilling.
- 1.4** Within the 15m setback, inland, shown as a proposed vegetative buffer on Schedule B, disturbances in the natural vegetation adjacent to the shoreline of Lake Temagami shall be limited to the following:

Meandering pathways or access points to the shoreline constructed of permeable materials no wider than two (2.0) metres, pruning of trees for viewing and ventilation purposes. Ventilation clearing around buildings shall be limited to three (3.0) metres and viewing corridors shall be limited to six (6.0) metres, and the removal of trees for safety reasons.
- 1.5** The Owner is responsible to mitigate stormwater runoff during the construction stage to ensure there is no runoff into Lake Temagami.

- 1.6 Permission is given for the following construction as shown on Schedule B subject to Ontario Building Code Requirements, and Province of Ontario.

(1) To change the location of two buildings shown on the original site plan. The Activity Center will now be located where the Crafts building was proposed and the Craft building will be located where the Activity Center was originally proposed.

## **2. AGREEMENT REGISTRATION**

- 2.1 This Agreement or any notice of this Agreement shall be registered against the subject lands at the expense of the Owner. The Municipality shall enforce the provisions hereof against the Owner and any and all subsequent owners of the subject lands. The Owner agrees that de-registration of this agreement shall not be permitted without the written consent of the Municipality.
- 2.2 The Parties agree that this Agreement shall be registered by the Municipality against the Owner's lands within thirty (30) days of the execution thereof, at the Owner's expense.

## **3. SCHEDULES AND REQUIREMENTS**

The following schedules form part of this agreement:  
Schedule A - Site Plan Drawing

## **4. BUILDING PERMITS**

- 4.1 Building permits shall not be issued for development on the lands described in Schedule A attached hereto, until this Agreement has been signed by all Parties. The Site Plan Agreement will be registered on title by the Municipality and a registered copy of the Agreement will be provided to the owner and the Municipality.

## **5.0 ENFORCEMENT**

- 5.1 The Owner agrees to carry out the works described herein materially according to the provisions of this Agreement. In the event that the Owner deviates from said provisions, in addition to any other remedy, the Owner hereby authorizes the Municipality, its officers, servants, agents and employees to enter on the subject lands and to correct the deviation at the Owner's expense and to add the cost thereof to the Collector's Roll for the said lands and to collect the said costs, with interest in like manner as municipal taxes.
- 5.2 The parties acknowledge the provisions of Section 67 of the Planning Act R.S.O. 1990 c. P.13 as amended, which provides that persons who contravene Section 41 of the Planning Act are liable on a first conviction to a fine of not more than \$25,000 and on a subsequent conviction of not more than \$10,000 for each day or part thereof upon which the contravention has continued after the day on which the person was first convicted.




**6.0 AMENDMENT, EFFECT AND NOTICE**

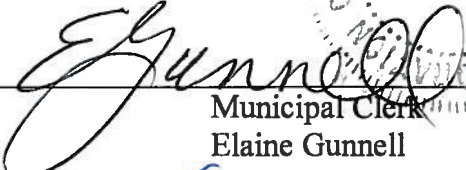
- 6.1 This Agreement shall only be amended or varied by a written document of equal formality herewith duly executed by the Parties and registered against the title to the subject lands.
- 6.2 The Agreement shall come into effect on the date of execution by the Parties.


Any notice required to be given pursuant to the terms of this Agreement shall be in writing and mailed or delivered to the current address of the other Party.

**WITNESS** the signature and seal of the parties hereto.

THE CORPORATION OF THE  
MUNICIPALITY OF TEMAGAMI

  
\_\_\_\_\_  
Mayor  
Lorie Hunter

  
\_\_\_\_\_  
Municipal Clerk  
Elaine Gunnell

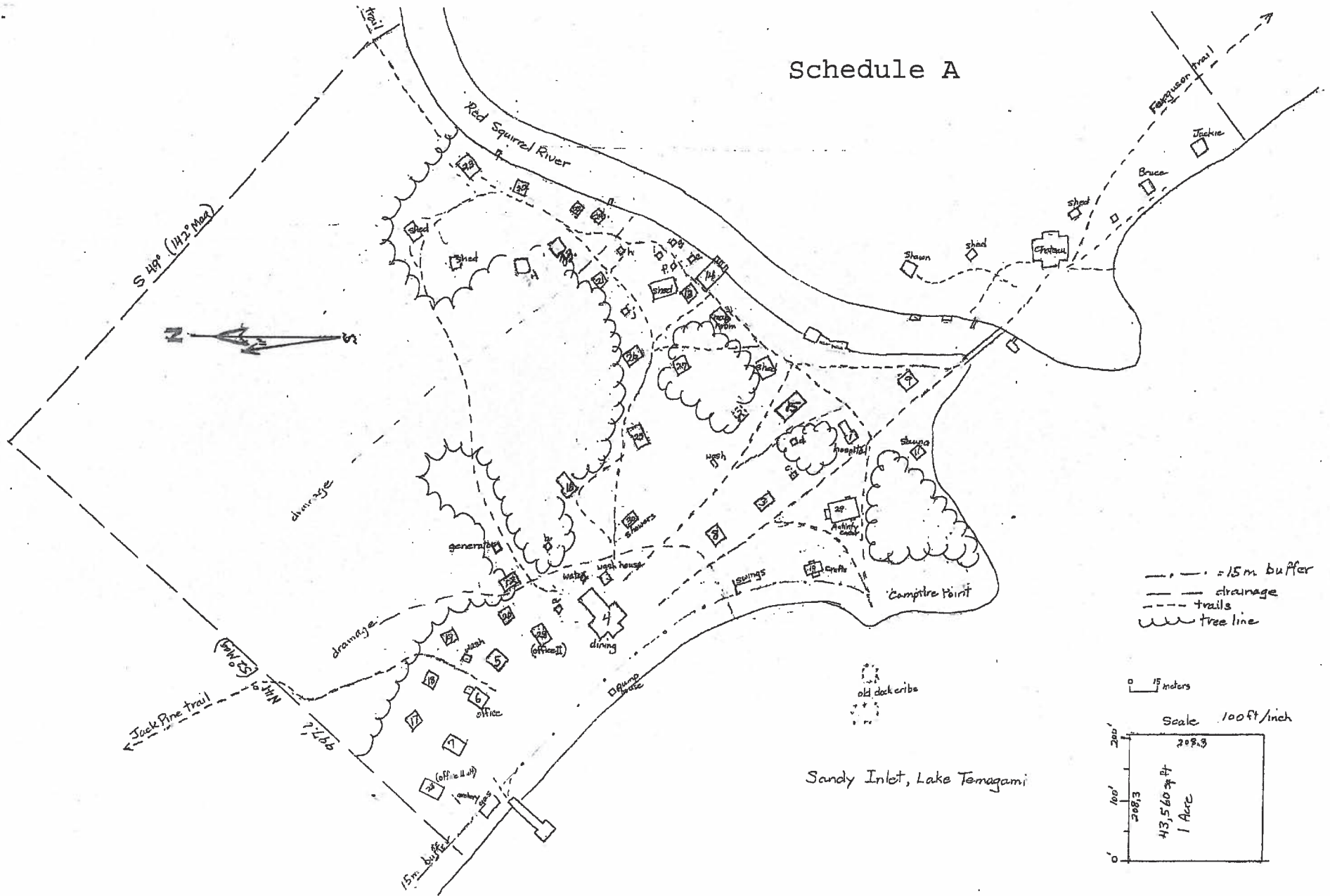
  
\_\_\_\_\_  
Edward (Ted) Moores

  
\_\_\_\_\_  
Witness

**FACSIMILE:**

*Either party may execute this Site Plan Control Agreement by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that this Site Plan Control Agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.*

# Schedule A





**Corporation of the Municipality of Temagami**

**Memo No.**  
2018-M-046

**Memorandum to Council**



**Staff**



**Committee**

**Subject:**

Site Plan Agreement No. SPC-18-05 – 6501 Hwy 11 North

**Agenda Date:**

**August 14, 2018**

**Attachments for  
Information:**

- SPC-18-05 Site Plan Application & Draft Agreement

**RECOMMENDATION**

This memorandum is to recommend that Council consider the following motion:

BE IT RESOLVED THAT Council receive Memo 2018-M-046 regarding the proposed site plan agreement; AND FURTHER THAT Council approve the proposed Site Plan Control Agreement SPC-18-05, for John and Diane Pandolfo.

**INFORMATION**

Sabrina Pandolfo Agent for John and Diane Pandolfo has made an application for site plan control. The property is zoned Highway Commercial (HC) and By-law 07-728 requires that commercial properties be approved by Municipal Council and subsequently signed by the Mayor and Municipal Clerk.

The Agent also made an application for a Zoning By-law Amendment that was granted on June 28, 2018 pending a 20 day appeal period. As of August 2, 2018 no appeals have been received on the zoning by-law amendment.

The proposed development consist of:

1. Proposed Construction of a 32' x 50' Garage/shop approved as per Zoning By-Law Amendment No. 18-1402.

As per the Zoning By-law 06-650 section 7.11.2 (Accessory Buildings) are permitted. It is recommended that Council pass a resolution authorizing the Mayor and Clerk to sign the attached Site Plan Agreement.

Prepared by:

Reviewed and Approved for Council consideration by:

**Tammy Lepage,  
Planning Clerk/Deputy Clerk**

**Craig Davidson  
Treasurer/Administrator /Acting Clerk**

Name, Position

Name, Position

SPC-18-05

**The Corporation of the Municipality of  
Temagami**



**Application for Site Plan Control**

**PLEASE READ BEFORE COMPLETING THIS APPLICATION**

In addition to this form, the Applicant will be required to submit the appropriate fee, site plan, and any additional information required to assess the proposal. Failure to submit all of the required information may prevent or delay the consideration of the Application. If more space is required please use additional sheets.

**Please Print and Complete or (✓) Appropriate Box(es)**

| SECTION 1 – APPLICANT INFORMATION                                                                                                                                                     |                                               |                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|---------------------------|
| <b>1.1 Owner Information</b>                                                                                                                                                          |                                               |                           |
| Name of Owner(s)<br>John & Diane Pandolfo                                                                                                                                             |                                               |                           |
| Home Telephone Number<br>[REDACTED]                                                                                                                                                   | Business Telephone Number<br>Cell: [REDACTED] |                           |
| Fax Number                                                                                                                                                                            | Email Address<br>[REDACTED]                   |                           |
| Mailing Address<br>[REDACTED]                                                                                                                                                         |                                               | Postal Code<br>[REDACTED] |
| If the owner is a corporation, please provide the name of the person who has the authority to bind the corporation and who will sign the legal agreement on behalf of the Corporation |                                               |                           |
| Name(s): _____                                                                                                                                                                        |                                               |                           |
| Position(s): _____                                                                                                                                                                    |                                               |                           |
| <b>1.2 Agent Information (Who is making the application on behalf of the owner)</b>                                                                                                   |                                               |                           |
| Name of Agent / Contact Person:<br>Sabrina Pandolfo                                                                                                                                   |                                               |                           |
| Home Telephone Number<br>[REDACTED]                                                                                                                                                   | Business Telephone Number<br>[REDACTED]       |                           |
| Fax Number                                                                                                                                                                            | Email Address<br>[REDACTED]                   |                           |
| Mailing Address<br>[REDACTED]                                                                                                                                                         |                                               | Postal Code<br>[REDACTED] |

1.3 Please specify to whom all communications should be sent

- ☐ Owner  
☐ Agent  
☒ Both Owner and Agent

## SECTION 2 – LOCATION OF THE SUBJECT LAND

### 2.1 Location of Land

Municipal Address

6501 Highway 11 North / Temagami, Ontario / P0H 2H0

Legal Description

Strathcona / LOC PV 11 / Parcel 17556

## SECTION 3 – AUTHORIZATION

3.1 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.

### AUTHORIZATION OF OWNER FOR AGENT TO MAKE THE APPLICATION

I, John Pandolfo and Diane Pandolfo, am the owner of the land that is subject of this application and I authorize Sabrina Pandolfo to make this application on my behalf.

[Signature]  
Signature of Owner(s)

May 10, 2018  
Date

3.2 If the applicant is not the owner of the land that is the subject of this application, complete the authorization of the owner concerning personal information set out below.

### AUTHORIZATION OF OWNER FOR AGENT TO DISCLOSE PERSONAL INFORMATION

I, John Pandolfo and Diane Pandolfo, am the owner of the land that is subject of this application and for the purpose of the Freedom of Information and Protection of Privacy Act I authorize Sabrina Pandolfo to make this application on my behalf.

[Signature]  
Signature of Owner(s)

May 10, 2018  
Date

**3.3 Consent of Owner – Complete the consent of the owner concerning personal information set out below**

**CONSENT OF THE OWNER TO THE USE AND DISCLOSURE OF PERSONAL INFORMATION**

I, John Pandolfo and Diane Pandolfo, am the owner of the land that is the subject of this application and for the purposes of the Freedom of Information and protection of Privacy Act, I authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the Planning Act for the purposes of processing this application.

~~John Pandolfo~~  
~~Diane Pandolfo~~

Signature of Owner(s)

May 10, 2018  
Date

**3.4 Consent of Owner – Site Visit**

I, John Pandolfo and Diane Pandolfo, am the owner of the land that is the subject of this application and I authorize municipal staff and committee of adjustment members to enter onto the property to gather information necessary for assessing this application.

~~Diane Pandolfo~~  
~~John Pandolfo~~

Signature of Owner(s)

May 10, 2018  
Date

**SECTION 4 – CHECK LIST**

Have you remembered to attach the following

- ☒ 2 copies of the completed application form
- ☒ 2 copies of the required sketch
- ☒ 2 copies of any required technical or justification study
- ☒ The required fee (cheque payable to the Municipality of Temagami)

**SECTION 5 – DESCRIPTION OF THE PROJECT**

**5.1 Project Description**

Nature and extent of project

To Construct an accessory building for the use of a shop/garage.

Description of any proposed buildings/structures

32 feet X 50 Feet  
Stick Frame  
Steel Roof  
Sided

Description of any proposed uses

Garage / Shop

**SECTION 6 – AFFIDAVIT OR SWORN DECLARATION (to be completed by each owner)**

I, Sabrina Pandolfo  
(full name)

of the Municipality of Temagami  
(city, town)

in the District of Nipissing  
(region, county, district)

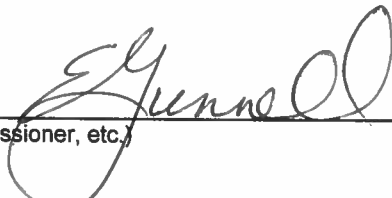
make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true.

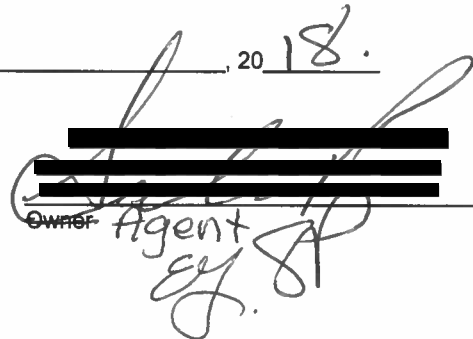
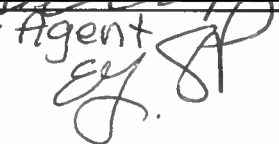
Sworn (or declared) before me

at the Municipality of Temagami  
(city, town)

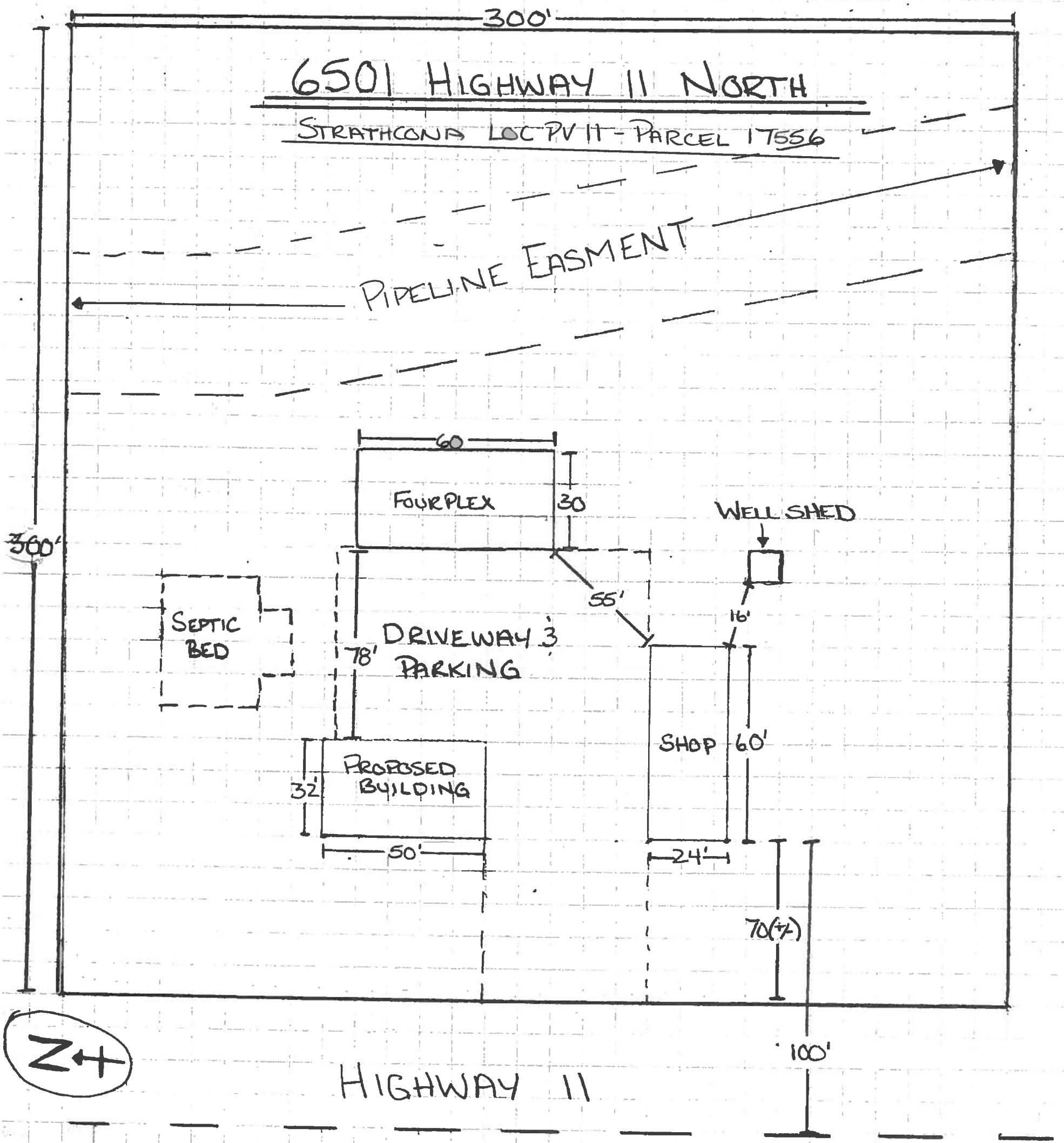
in the District of Nipissing  
(region, county, district)

this 10<sup>th</sup> day of May, 2018.

  
(Commissioner, etc.)  
Elaine Gunnell, Commissioner, etc.,  
Clerk of the  
Municipality of Temagami

  
Owner Agent  






□ = 10 FEET (APPROX)



THE CORPORATION OF THE  
MUNICIPALITY OF TEMAGAMI  
P.O. BOX 220  
TEMAGAMI, ONTARIO P0H 2H0  
(705) 569-3421  
FAX: (705) 569-2834  
E-MAIL: visit@temagami.ca  
WEBSITE: www.temagami.ca



**SITE PLAN CONTROL AGREEMENT NO. SPC-18-05**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**B E T W E E N:**

**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI  
7 LAKESHORE DRIVE, BOX 220, TEMAGAMI, ON, P0H 2H0**

(hereinafter called "*the Municipality*")

**OF THE FIRST PART**

- and -

**JOHN JOSEPH PANDOLFO AND DIANE LENA PANDOLFO  
P.O. BOX 283, TEMAGAMI, ON, P0H 2H0**

(hereinafter called "*the Owner*")

**OF THE SECOND PART**

**WHEREAS** the Owner has made application to the Municipality to develop and/or redevelop the lands and premises which are within a Site Plan Control Area, and are described as:

**Roll Number:** 4869-010-002-02400-0000

**Civic Address:** 6501 Highway 11 North

**Legal Description:** PCL 17556 SEC NIP; SUMMER RESORT LOCATION PV 11  
STRATHCONA AS IN NP9377; S/T LT 148595, LT275657,  
LT81767; TEMAGAMI; DISTRICT OF NIPISSING

**Zone:** HC- HIGHWAY COMMERCIAL

**AND WHEREAS** the proposed development of the subject lands by the Owner is outlined on a site plan included as Schedule A and forms part of this agreement;

**AND WHEREAS** the proposed development of the subject lands by the Owner is to be in accordance with the site plan control area requirements as set forth in By-law No. 07-728 passed pursuant to Section 41 of the Planning Act, RSO 1990, c. P.13 as amended;

**AND WHEREAS** the Parties hereto have agreed that the specific provisions as set forth herein shall be met by the Owner as a condition to the approval of the development of the lands;

**NOW THIS AGREEMENT WITNESSETH** that in accordance of the mutual covenants and conditions herein set forth, and the required payment by the owners to the Municipality, the receipt whereof is hereby acknowledged, the Parties do hereby covenant and agree as follows:

### **1. GENERAL PROVISIONS**

- 1.1** All natural tree, shrub and ground cover shall be retained except where limited clearing is required to provide sites for buildings and structures, and walkways. Mature trees shall be retained on the property.
- 1.2** Exterior lighting on the property and on the buildings shall be designed to shine directly down so that there is no impact on the night sky.
- 1.3** Any infilling of low areas and other site alterations shall require that a stormwater management study be completed prior to infilling. A copy of the study shall be given to the Municipality prior to commencement of infilling.
- 1.4** Permission is given for the following construction as shown on Schedule A subject to the requirements of the Zoning By-law, Ontario Building Code, and Province of Ontario:
  1. Construction of a 32' x 50' Stick Frame, Steel Roof, Sided Garage Shop as per Zoning By-Law Amendment No. 18-1402.

### **2. AGREEMENT REGISTRATION**

- 2.1** This Agreement or any notice of this Agreement shall be registered against the subject lands at the expense of the Owner. The Municipality shall enforce the provisions hereof against the Owner and any and all subsequent owners of the subject lands. The Owner agrees that de-registration of this agreement shall not be permitted without the written consent of the Municipality.
- 2.2** The Parties agree that this Agreement shall be registered by the Municipality against the Owner's lands at the Owner's expense.

### **3. SCHEDULES AND REQUIREMENTS**

The following schedules form part of this agreement:  
Schedule A - Site Plan

### **4. BUILDING PERMITS**

- 4.1** Building permits shall not be issued for development on the lands described in Schedule A attached hereto, until this Agreement has been signed by all Parties. The Site Plan Agreement will be registered on title by the Municipality and a registered copy of the Agreement will be provided to the owner and the Municipality.

**5. ENFORCEMENT**

- 5.1** The Owner agrees to carry out the works described herein materially according to the provisions of this Agreement. In the event that the Owner deviates from said provisions, in addition to any other remedy, the Owner hereby authorizes the Municipality, its officers, servants, agents and employees to enter on the subject lands and to correct the deviation at the Owner's expense and to add the cost thereof to the Collector's Roll for the said lands and to collect the said costs, with interest in like manner as municipal taxes.
- 5.2** The parties acknowledge the provisions of Section 67 of the Planning Act R.S.O. 1990 c. P.13 as amended, which provides that persons who contravene Section 41 of the Planning Act are liable on a first conviction to a fine of not more than \$25,000 and on a subsequent conviction of not more than \$10,000 for each day or part thereof upon which the contravention has continued after the day on which the person was first convicted.

**6. AMENDMENT, EFFECT AND NOTICE**

- 6.1** This Agreement shall only be amended or varied by a written document of equal formality herewith duly executed by the Parties and registered against the title to the subject lands.
- 6.2** The Agreement shall come into effect on the date of execution by the Parties.

Any notice required to be given pursuant to the terms of this Agreement shall be in writing and mailed or delivered to the current address of the other Party.

**WITNESS** the signature and seal of the parties hereto.

THE CORPORATION OF THE  
MUNICIPALITY OF TEMAGAMI

\_\_\_\_\_  
Mayor  
Lorie Hunter

\_\_\_\_\_  
Acting Clerk  
Craig Davidson

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Diane Lena Pandolfo

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
John Joseph Pandolfo

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

**FACSIMILE:**

*Either party may execute this Site Plan Control Agreement by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that this Site Plan Control Agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.*



Corporation of the Municipality of Temagami

Memorandum to Council

Memo No.  
2018-M-048

☒ Staff  
☐ Committee

**Subject:** Clarification of Restricted Acts – Lame Duck

**Agenda Date:** August 14, 2018

**Attachments:**

**RECOMMENDATION**

BE IT RESOLVED that the Council of the Municipality of Temagami receives this Memorandum for Information.

**INFORMATION**

Further to by-Law 18-1409 which delegated authority should the actions of Council become restricted after nomination day, in the interest of clarity, the restricted acts are (as per Section 275 of the Municipal Act)

- 1) The appointment or removal from office of any officer of the municipality;
- 2) The hiring or dismissal of any employee of the municipality;
- 3) The unbudgeted disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal; and
- 4) Making any unbudgeted expenditures or incurring any other unbudgeted liability which exceeds \$50,000.

Other actions that could be considered by Council are not affected.

As Council did delegate authority to act, should such actions be required, they can be taken, other than enacting a by-law which would be required for a Statutory Officer, and a report outlining any actions taken would be presented at the first business meeting of the new term.

**Prepared by:**

**Reviewed by:**

|                                                |                |
|------------------------------------------------|----------------|
| <b>Craig Davidson, Treasurer/Administrator</b> |                |
| Name, Position                                 | Name, Position |



Corporation of the Municipality of Temagami

Memorandum to Council

Memo No.  
2018-M-049

☒ Staff  
☐ Committee

Subject: Accounts Clerk

Agenda Date: August 14, 2018

Attachments:

**RECOMMENDATION**

BE IT RESOLVED that the Council of the Municipality of Temagami receives this Memorandum for Information.

**INFORMATION**

A letter was received on August 8, 2018 from the Accounts Clerk resigning her position as she has accepted a different position with another municipality.

Advertisements will be out this week to fill the position.

Prepared by:

Reviewed by:

Craig Davidson, Treasurer/Administrator

Name, Position

Name, Position



Corporation of the Municipality of Temagami

Memorandum to Council

Memo No.  
2018-M-050

☒ Staff  
☐ Committee

|              |                                                                           |
|--------------|---------------------------------------------------------------------------|
| Subject:     | Temiskaming Shores and Area Physician Recruitment and Retention Committee |
| Agenda Date: | August 14, 2018                                                           |
| Attachments: | Letter to continue fund                                                   |

**RECOMMENDATION**

BE IT RESOLVED that the Council of the Municipality of Temagami receives the letter of appeal from the Temiskaming Shores and Area Physician Recruitment and Retention Committee;

AND FURTHER THAT Council directs Staff to forward \$2,406 (\$3 per census resident) to the Committee;

AND FURTHER THAT Council directs staff to include an estimate for this contribution in the next 4 budget cycles.

**INFORMATION**

A letter, dated August 1, 2018, was received from the Temiskaming Shores and Area Physician Recruitment and Retention Committee and is attached to and forms part of this report.

Council is being asked to consider a 5 year commitment to this initiative at the rate of \$3 per population as determined by Census information. Presently, based on this information, our contribution would be \$2,406 per year.

Prepared by:

Reviewed by:

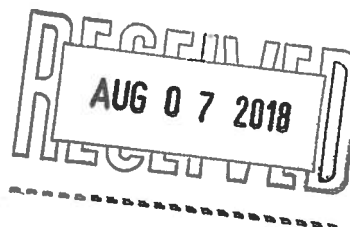
|                                         |                |
|-----------------------------------------|----------------|
| Craig Davidson, Treasurer/Administrator |                |
| Name, Position                          | Name, Position |

TEMISKAMING SHORES AND AREA  
PHYSICIAN RECRUITMENT  
AND RETENTION COMMITTEE



August 1, 2018

Municipality of Temagami  
P.O. Box 220  
Temagami, ON  
P0H 2H0



File ☒ Incoming ☐ Other  
Mayor ☐  
Council ☐ ☒ ☒ A  
CAO ☐  
Building ☐  
Finance ☒ ☐ S ☐ C  
Ec Dev ☐ S ☐ C  
Parks & Rec ☐ S ☐ C  
Planning ☐ S ☐ C  
Public Wks ☐ S ☐ C  
PPP ☐  
Social Services ☐  
☐ \_\_\_\_\_  
☐ \_\_\_\_\_

Dear Mayor and Council:

**RE: Temiskaming Shores and Area Physician Recruitment and Retention Initiative**

The Temiskaming Shores and Area Physician Recruitment and Retention Committee was established in 2007 with a mission and vision to be a sought after location where healthcare professionals want to practice and to envision a future where everyone has timely access to primary healthcare. Together with community partners, the committee has been successful in the recruitment of 12 physicians to the area with our strong recruitment initiatives such as:

- Affiliation with the Northern Ontario School of Medicine providing residency training;
- Hosting site visits for interested physicians with community partner involvement; and
- Development of a recruitment package including an incentive \$40,000 return of service over four (4) years.

To date, funders for the incentive package have been:

- The City of Temiskaming Shores
- The Temiskaming Hospital
- Centre de sante communautaire du Temiskaming;
- The Municipality of Temagami
- Local physicians

Currently the Temiskaming Shores area has a shortage of physicians and specialists.



To spearhead our fundraising campaign, the City of Temiskaming Shores passed a resolution on May 15, 2018 to transfer funds into a Physician Recruitment and Retention Reserve representing a financial commitment of two (2) years at \$36,500 per year.

On behalf of the Committee, I am requesting you consider a contribution of \$3.00 per capital per year over a five year period. Based on census data, your annual contribution would be \$2,406.

With your support, we would like to increase our incentive fund as well as maintain it over the next five years to continue our strong recruitment initiatives.

Should you have any questions or would like a presentation to your Municipal Council, please do not hesitate to contact me at (705) 648-0018.

A response by **September 15, 2018** with your decision to support or decline would be greatly appreciated.

On behalf of the Physician Recruitment and Retention Committee, I thank you for your consideration.

Yours truly,

A handwritten signature in dark ink, appearing to read 'Carman Kidd', with a stylized, flowing script.

Mayor Carman Kidd  
Physician Recruitment and Retention Committee Chair

To the Mayor and council of the municipality of Temagami

As owners of Temagami Shores Inn and Resort we are putting in a request to lower the traffic speed on Highway #11 from south of our business to the town of Temagami. We are located at 6612 Highway #11, Temagami, Ontario.

We are requesting the area from Temagami Marine Road to the town itself be lowered to 50kms. We are located right beside Finlayson Point Provincial Park. The park has many large vehicles that slow down to enter the park and many customers that enter our resort. We are located on a large rock cut and curve on Hwy #11 and not even 1 km from the town limits.

The number of transport trucks that travel this highway daily is very high and they are going way to fast past our 2 business entrances. As the transports round the curve and rock cut at our business entrance is when they notice how close they are to town and they slam on the Jake breaks interrupting our customers sleep and all the guests at the provincial park.

In the winter highway #11 closes often right in our small town of Temagami due to the fact of a very large hill to exit the town going North and when slippery the transports cannot make it up the hill. This hill is just over 1km from our business. The traffic builds up quickly and transports are slamming on breaks as they cannot see the stopped traffic due to the rock cut and curve in the road. Many of these truck slide sideways while trying to stop. It is only a matter of time before there will be more accidents due to the speed of these vehicles traveling the highway.

If one of these trucks end up sliding right off the highway they will end up in Lake Temagami.

Our request for this small portion of the highway is for the safety of all concerned.

Stephanie and Mark Wagner  
705-569-3200

*S. Wagner.*  
*Mark Wagner*

*Aug 7/18.*

File ☒ Incoming ☐ Other  
Mayor ☐  
Council ☒ I ☐ A  
CAO ☐  
Building ☐  
Finance ☐ S ☐ C  
Ec Dev ☐ S ☐ C  
Parks & Rec ☐ S ☐ C  
Planning ☐ S ☐ C  
Public Wks ☐ S ☐ C  
PPP ☒  
Social Services ☐  
☐ \_\_\_\_\_  
☐ \_\_\_\_\_

11645A

Lake Temagami Permanent Residents Association  
Module 1 Compartment 12, Temagami, ON., P0H2H0  
latemprasecretary@ontera.net  
<https://sites.google.com/site/laketemagamiresidents>



The Corporation of the Municipality of Temagami  
P.O. Box 220  
Temagami, ON P0H 2H0

Attention: Municipal Council

Dear Madame Mayor

At the Tuesday June 5<sup>th</sup> 2018, LaTempra Executive meeting the Executive reviewed the Upgrades to the Lake Temagami Access Road briefing note to Minister Gravelle the former Minister of Northern Development and Mines that was presented to him in Toronto dated January 22, 2018. We were very pleased with the report and efforts of our current Council to get the Redevelopment of the Temagami Access Road on the Government's Agenda. We also noted from past Council minutes that further discussion with the Government was still being worked on.

Following the recent Provincial Election and the defeat of the Liberal Government we now request that Council immediately follow up with the New Provincial Government and take the necessary steps to get this raised again with the New Minister and Ministry Staff to see if we can get any commitment to this project or at least a future meetings to discuss it. Also resending this to our local MP John Vanthof might also be beneficial as he may be able to provide some advice and direction as to how to get this issue on the new Government's Radar. If there is anything La Tempra can do to assist please let us know...

Thank you

Sincerely

A handwritten signature in black ink, appearing to read "Gerry Gooderham".

Gerry Gooderham  
Chair

File ☒ Incoming ☐ Other  
Mayor ☐  
Council ☒ ☐ A  
CAO ☐  
Building ☐  
Finance ☐ S ☐ C  
Ec Dev ☐ S ☐ C  
Parks & Rec ☐ S ☐ C  
Planning ☐ S ☐ C  
Public Wks ☐ S ☐ C  
PPP ☐  
Social Services ☐  
☐ \_\_\_\_\_  
☐ \_\_\_\_\_



## Corporation of the Municipality of Temagami

### Memorandum to Council

**Memo No.**  
2018-M-043

☒ **Staff**

☐ **Committee**

|                     |                                        |
|---------------------|----------------------------------------|
| <b>Subject:</b>     | Resolution from Township of Howick     |
| <b>Agenda Date:</b> | <b>August 14, 2018</b>                 |
| <b>Attachments:</b> | Correspondence from Township of Howick |

### **RECOMMENDATION**

BE IT RESOLVED that the Council of the Municipality of Temagami receives correspondence regarding resolution No. 169/18 from the Township of Howick; NOW THEREFORE BE IT RESOLVED THAT Council receive Memo 2018-M-043; AND FURTHER THAT Council supports the petition to the Bereavement Authority of Ontario to amend Ontario Regulation 30/11 to allow borrowing of funds from the Care and Maintenance Trust Fund for capital improvements and purchases when other cemetery funds are exhausted.

### **INFORMATION**

Communication received from the Township of Howick on July 20, 2018 is attached to and forms part of this report.

The situation they describe is similar to many smaller cemeteries found in more rural areas of the province. Typically, there are insufficient funds raised through investment income from the Care and Maintenance Funds to maintain the cemetery, let alone pay for capital improvements and purchases.

With unrelated comments made by the newly appointed Minister of Municipal Affairs and Ministry of Housing, Steve Clark of wanting to hear from municipalities regarding improvements that could be made, perhaps we are at an appropriate junction in municipal/provincial relations for such petitions to be heard.

**Prepared by:**

**Reviewed by:**

**Craig Davidson, Treasurer/Administrator**

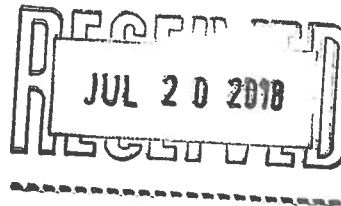
Name, Position

Name, Position

**From:** Carol Watson <carol@howick.ca>  
**Sent:** Friday, July 20, 2018 12:22 PM  
**To:** lisa.thompsonco@pc.ola.org; registrar@thebao.ca; amopresident@amo.on.ca  
**Subject:** requesting support for resolution  
**Attachments:** request for support re Cemetery resolution.pdf

Council of the Township of Howick passed Resolution No. 169/18 at their July 17, 2018 meeting. Please find correspondence attached requesting your support, thank you.

Carol Watson, Clerk  
 Township of Howick  
 44816 Harriston Rd, RR 1  
 GORRIE On NOG 1X0  
 Phone: 519 335-3208 ext 2  
 Fax: 519 335-6208  
[clerk@howick.ca](mailto:clerk@howick.ca)  
[www.howick.ca](http://www.howick.ca)



File ☒ Incoming ☐ Other  
 Mayor ☐  
 Council ☐ I ☒ A  
 CAO ☐  
 Building ☐  
 Finance ☐ S ☐ C  
 Ec Dev ☐ S ☐ C  
 Parks & Rec ☐ S ☐ C  
 Planning ☐ S ☐ C  
 Public Wks ☐ S ☐ C  
 PPP ☐  
 Social Services ☐  
☐ \_\_\_\_\_  
☐ \_\_\_\_\_



44816 Harriston Road, RR 1, Gorrie On N0G 1X0  
Tel: 519-335-3208 ext 2 Fax: 519-335-6208  
[www.howick.ca](http://www.howick.ca)

July 19, 2018

Ontario Premier Doug Ford  
Huron Bruce MPP Lisa Thompson  
Bereavement Authority of Ontario  
Association of Municipalities of Ontario

Dear Madam/Sir:

The Township of Howick Cemetery Boards made up of volunteers representing the Fordwich, Gorrie, Wroxeter and Lakelet Cemeteries, recently met to discuss how to cover expenses such as grass cutting, road repair and tree maintenance/removal on their limited budget. Howick cemeteries have anywhere from 10-20 burials/year and sold 12 plots in 2017. All Howick Cemetery Boards have money in a Care and Maintenance Fund which can only be used to purchase land. Interest earned from these accounts, approximately \$2 - \$84/month, can be used to cover operating expenses.

At its meeting held July 17, 2018, the Council of the Township of Howick passed the following resolution:

**Moved by Councillor Harding; Seconded by Councillor Scott:**

**Whereas; Ontario Regulation 30/11 states the Capital portion of the Care and Maintenance Trust Fund cannot be accessed, the only exception is to purchase land adjacent to the cemetery to increase the capacity of the cemetery;**

**And whereas; none of the Howick Township Cemetery Boards have a need to purchase land to increase capacity at this time or in the near future;**

**And whereas, only the interest generated from the Care and Maintenance Trust Fund can be used for the care and maintenance of the lots, markers and grounds of the cemetery;**

**And whereas, Howick Township Cemetery Boards have minimal funds to cover the cost of minimal maintenance in their cemeteries;**

**And whereas; major maintenance projects such as road repair and tree maintenance/removal could be arranged if the Cemetery Boards could borrow/loan funds from the Care and Maintenance Trust Fund;**

**Therefore, be it resolved that Council petition the Bereavement Authority of Ontario to amend Ontario Regulation 30/11 to allow borrowing of funds from the Care and Maintenance Trust Fund for capital improvements and purchases when other municipal cemetery funds are exhausted. Carried. Resolution No. 169/18**

Please accept this correspondence for your consideration and support. If you require any further information, please contact this office. Thank you.

Yours truly,

*Carol Watson*

Carol Watson, Clerk, Township of Howick

*Temagami Fire Department*  
*Monthly Report of Activities*

for the month of: *July 2018*

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## **6 Activations**

- July 3<sup>rd</sup> – 15:37 – forest fire NOR 021, Briggs Twp. – responded to the area, no access for fire department, advised MNRF, no assistance provided - 3 firefighters responded
- July 5<sup>th</sup> – 17:12 – Forest Fire NOR 037 – small fire under hydro lines, within MNRF response area, actioned it until MNRF fire crew arrived/took over fire – 6 firefighters responded
- July 8<sup>th</sup> – 11:44 – forest fire NOR 064 – Yeates Twp, initially requested for values protection, after arrival asked to cut trail into fire – 7 firefighters responded
- July 8<sup>th</sup> – 21:00 – Forest Fire NOR 069 – along with 3 Temiskaming district mutual aid departments provided Values protection for Temagami Marine & area through-out the night – total of 4 pumpers and 32 firefighters involved
- July 16<sup>th</sup> @ 17:17 – tree on hydro line on fire – 5258 Hwy 11 – wire down, OPP on scene, heavy rainfall – no concern for forest fire – left OPP on scene for public safety – 5 firefighters responded
- July 16<sup>th</sup> @ 20:00 – tree on hydro line on fire – hydro line down (Neutral) – remained on scene until MNR fire crew arrived - turned fire over to MNR (within their response area) - 7 firefighters responded

## **Training:**

- 4 regular meetings – Auto extrication were the theme for July, included 1 practical session.
- Practical exercise on establishing a hose line through a culvert - assisted Temagami Fish Hatchery with establishing water line to the fish pond from Link Lake)
- Practical exercise on establishing booms around a spill – notified during practice of a boat sunk at arena docks – attended scene and established boom around boat

## **Fire Prevention:**

- Several Fire Safety Plans in various stages of review
- Several Questions regarding the RFZ and the Municipal Open Air Burning bylaw – report of campfire in organized campground investigated - clarified Municipal bylaw does not allow campfires in Organized campgrounds during RFZ unless Prov. Parks are allowing campfires
- Fire inspection at Temagami Public School – fire safety plan updated diagram is outstanding
- Campfire reported during RFZ (July 20<sup>th</sup>) forwarded to OPP (charges laid), fire truck attended to wet down the area

## **Fire Education:**

- Regular radio “fire safety” announcements on CJTT
- Monthly community newsletter - Fire Safety messages
- July 1<sup>st</sup> Canada Day – Fire education display with 2017 pumper at the waterfront
- Fire safety display set up at Information session associated with the Forest Fire Emergency – focus on Fire Smart tips for residences in the Wildland/Urban interface

*Temagami Fire Department*  
*Monthly Report of Activities*

for the month of: *July 2018*

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**Other:**

- 2017 Pumper – completed annual MTO inspection/certification at Ford Dealer – dealer addressed a recall issue at same time
- 2002 Freightliner (Rescue) – completed annual MTO inspection/certification; air-conditioner trouble shooting (recharged refrigerant) , brake line & pads changed (Front right), rear stabilizer bar replaced, transmission oil & filters changed, engine oil change; identified Steering Wheel will need replacing within a couple of years. Vehicle was OUT OF SERVICE for 1 week
- Firefighter certification, Community Risk Assessments, and Public reporting requirements - remains unclear what the full impacts of the regulations will be on Municipal fire services (post-election) and if the new provincial government will provide funding (as was promised pre-election) – ONGOING
- Chief attended Mutual Aid Meeting in Powassan July 25<sup>th</sup> (new Fire Hall) – presentations included Children's Aid – Duty to Report, Equine emergency handling techniques
- Chief attended Temiskaming Fire Chiefs meeting, Earleton.
- Chief attended Emergency Management meetings associated with Forest Fire declared emergency
- Chief (alternate CEMC) attended Emergency Management workshop (July 25<sup>th</sup>) for evacuation contingency planning – introductory session to get multiple municipalities (that identified Temiskaming Shores as a host community) to consider coordinating evacuation planning - follow-up session attended by treasurer/administrator
- Emergency Management Program Committee (EMPC) required to review/develop revisions to the Emergency Plan, for council approval, - waiting for senior management direction

*Jim Sanderson*

Fire Chief, Temagami Fire Department  
Alternate CEMC

Date: *August 13, 2018*





**Corporation of the Municipality of Temagami**

**Memo No.**  
2018-M-051

**Memorandum to Council**

☐ **Staff**  
☒ **Committee**

**Subject:** Business Sector Relief for Loss of Income resulting from Fire Situation

**Agenda Date:** **AUGUST 23, 2018**

**RECOMMENDATION**

BE IT RESOLVED THAT Council receive Memo 2018-M-051 regarding the Loss of Income resulting from Fire Situation; AND FURTHER THAT Council accepts the recommendation from the Economic Development Advisory Committee that the Municipality of Temagami partner with our business community and take the lead in working with the various provincial ministries that may be involved in recovery efforts for the many aspects of our local economy that have been severely affected by this summer's fire activity.

**INFORMATION**

On August 2, 2018 municipal representatives participated in a conference call to discuss the various affects that the recent fires had and will continue to have on businesses in the area. There were a number of businesses on the call that are within the Temagami boundaries that were adversely affected in different ways by these fires. Many of our area's businesses rely heavily on the summer months to carry them throughout the winter and with our tourism season being so short, one month can be detrimental to these businesses.

Some of the businesses may have insurance that will cover the loss of income or partial income during these extreme circumstances and some may not. The Ministry of Municipal Affairs and Housing (MMAH) offers a disaster relief fund that relates to tangible property and assets only. A representative of MMAH has informed staff that this fund does not cover income loss and nor are they aware of any that do.

Municipalities are restricted in what we can provide to the business community by sections 106 and 107 of the Municipal Act, 2001. Included in the restrictions is giving or lending money or guaranteeing borrowing.

Partnering with our business community the Municipality of Temagami could take the lead in working with the various provincial ministries that may be involved in recovery efforts for the many aspects of our local economy that have been severely affected by this summer's fire activity.

**Prepared by:**

**Reviewed by:**

**Sabrina Pandolfo, Special Projects  
Coordinator/Deputy Clerk**  
Name, Position

**Craig Davidson, Treasurer/Administrator**  
Name, Position

**On behalf of: Economic Development Advisory Committee**  
Name of committee if applicable

Municipality of Temagami  
General Government & Finance Advisory Committee Meeting  
Welcome Centre Boardroom  
June 22, 2018 at 10:30 a.m.  
Draft Minutes

**The minutes of this Committee represent ideas or advice to Council. They do not represent decisions of Council and may require further study.**

**Attendance**

Members: Chair Ron Prefasi, Brian Koski,  
Staff: Barry Turcotte, Sandy Nadeau  
Absent: Lorie Hunter  
Audience: Dan O'Mara and Suzanne Prefasi

Chair Ron Prefasi called the meeting to order at 10:30 a.m.

**Adoption of Agenda**

That the draft agenda be adopted, as amended:

- Addition of User Fees and Area Charges.

**Minutes of May 24, 2018**

That the draft minutes of May 24, 2018 be adopted, as circulated.

**Business Arising from the Minutes**

Sandy is to advise the Fire Chief, Paul Elliott, that the Marten River Fire Department's accessible washrooms will get done this year, contingent on MRFFA contributing to the costs. The Municipality will contribute up to \$47,000 towards the accessible washrooms.

The GGF Committee recommends to Council that DNSSAB's rent, for the Temagami Ambulance Building, be increased to \$1,600.00 per month as of January 1, 2019; and further that a letter be sent to DNSSAB advising of the rent increase, and that a portion of the rent be going towards capital expenses.

**AMO**

Member of the audience, Dan O'Mara, suggested that the Municipality of Temagami should have at least one member of Council attend future AMO Conferences.

Sandy is to look into AMO's report to find out how many municipalities financially support old aged homes.

**Unfinished Business**

**Draft Budget Review**

The committee reviewed the draft budget. Comments made are as follows:

- Draft Budget is based on an approximate 2% tax increase.

- It was mentioned that the Asset Management Plan and Waste Management Plan have been added to the budget.
- Barry Turcotte is to provide an updated quote for the work to be done on Fox Run for the year 2019.
- The committee anticipates a deficit for the 2018 budget.
- It was recommended that a motion be passed with the budget that any deficit or surplus be added to the budget.
- Spruce Drive Project: Barry Turcotte is to send a letter to Pedersen Construction advising that the Municipality is not releasing the hold back until the work is completed.
- A review of EXP's work should be added to the next Public Work's agenda. i.e ditching issues etc.
- The Treasurer/Administrator is to be advised that the HVAC system is being changed to a Natural Gas system at the Municipal Office Building.
- Barry Turcotte is to provide a report to the Public Works committee comparing the costs for leasing and buying a new truck.
- An engineer's report is required for the tower structure. Ask the Treasurer/Administrator to go out to tender in September 2018.
- Sandy is to provide the formula for the Cost of Living Allowance (COLA), and the cost of living increase as per OMERS.
- Sandy is to advise the Treasurer/Administrator that the 2017 Audit has been started, but is not completed.
- The Committee has recommended that a Request for Proposal (RFP) be issued for next year's auditors.

The committee recommended that the following changes be made to the Draft Budget:

- That \$7,000 be added to the public work's operating budget for Jersey Barriers to barricade the public works' yard, old trailer park road, parking lot and train tracks.
- That \$20,000 be added to the capital budget for LTAPP regarding the Mine Landing parking lot and clearance of trees.
- That \$33,000 be added to the public work's operating budget for the grader interest/principal payments.
- That \$1,600 be added to the animal control's operating budget for cat traps/equipment.
- That \$62,000 be taken out of the working funds reserve in order to cover the extra budget items, as listed above.

### **New Business**

#### User Fees and Area Charges

User fees and area rates are to be reviewed at the next meeting.

### **Next Meeting**

To be scheduled at 3pm before the next Committee of the Whole meeting. Date is to be determined.

### **Adjourn**

That the meeting be adjourned at 12:10 p.m.



**Corporation of the Municipality of Temagami**

**Memo No.**  
2018-M-006

**Memorandum to Council**

☒ **Staff**  
☐ **Committee**

**Subject:** Train Station Lease Follow Up

**Agenda Date:** January 25, 2018

**Attachments:** COPY of Memo 2017-M-074 from June 2017  
Draft Lease  
Utility Cost Comparison  
List of Activities from Living Temagami

**RECOMMENDATION**

This memorandum is:

☐ To be received for information

**BACKGROUND**

On June 27, 2017, Council received Memo 2017-M-074 at a special meeting of Council. A copy of that memo is attached to this memo for reference. At that meeting, the CAO explained that TAC had backed out as they were unable to source funding for this venture at the same time as other ventures from the same funders, but that they were supporting a new group, called Living Temagami, taking it on. Council passed Resolution 17-403 as follows:

BE IT RESOLVED THAT Council receive Memo 2017-M-074 regarding Update on Expressions of Interest for the Temagami Train Station;

AND FURTHER THAT Council direct staff to get further information from Mr. Camp with regard to his long term commitment for the rental and to ask Living Temagami to submit a written expression of interest, and to ask the Chamber of Commerce regarding their intentions moving in;

AND FURTHER THAT this information be brought back to the regular Council meeting on this Thursday.

CARRIED

At the regular meeting on June 29, 2017, this was considered under Unfinished Business and Council passed Resolution 17-439 as follows:

BE IT RESOLVED THAT Council receive the correspondence with regard to the Temagami Train Station;

AND FURTHER THAT Council support in principle the Living Temagami expression of interest, with a short term lease to be prepared and reviewed in November and with the Information Centre in the south end of the station.

CARRIED

At the December 15, 2017 combined Committee of the Whole and Regular Council meeting, Resolution 17-439 was discussed and referred to the consent agenda. It was passed as part of the consent agenda motion 17-732, as follows:

BE IT RESOLVED THAT Council direct staff to bring a report to the January meeting on the costs year to date for utilities for the building and on what the Living Temagami Group has planned for the rest of the winter, along with the [draft] lease and a report on what revenues the Municipality has received from the agreement to date.

CARRIED

**INFORMATION**

The CAO did obtain a DRAFT lease from our lawyers and did start to fill it in and did discuss the matter with a representative of Living Temagami, but no final version was created and signed. There was also a draft lease in progress for the Chamber of Commerce section of the station.

A director of the Living Temagami board has informed staff that they do have the funds agreed upon (\$250.00 per month) for the five-month trial period set aside in the bank to pay the rent (totaling \$1,250), but were waiting for a lease agreement before paying it.

Staff has compiled a listing of the utility costs for the periods of July to November 2016 and 2017 for comparison between the station not being used and being used. That list accompanies this memo.

Staff has also obtained a list from Living Temagami of the activities that have taken place and that are planned or in development. That list accompanies this memo.

Upon review of the information provided, Council should consider if Council is satisfied with the status to date and if Council wishes to consider continuing the arrangement. If so, the draft lease should be revised if necessary, finalized and executed.

**Prepared by:**  
**Elaine Gunnell**  
**Municipal Clerk / Acting CAO**

Fay - 705-569-2834

Attn: Patrick**DRAFT**

THIS INDENTURE made as of the XX day of XX, 2017,  
in pursuance of THE SHORT FORMS OF LEASES ACT

BETWEEN:

The Corporation of the Municipality of Temagami

Herein called the "Landlord"

OF THE FIRST PART

AND

XX

Herein called the "Tenant"

OF THE SECOND PART

In consideration of the rents reserved and the covenants and agreements contained in this Lease on the part of the Tenant, the Landlord hereby leases to the Tenant those certain premises situate in the XX of XX, in the District of Nipissing, more particularly described as the North portion of the Temagami Trains Station, Highway 11 North.

hereinafter called the "Leased Premises" for a term of ~~XX~~ years commencing on the XX day of XX, 20XX, being fully completed and ended on the XX day of XX, 20XX.

The rent in respect of the leased premises shall be XX (\$XX) dollars per year, \$250 payable to the Landlord in advance in equal monthly installments of XX (\$XX) dollars each, on the XX day of each month during the term, the first payment becoming due and being payable on the XX day of XX, 20XX. Rental payments to be made to XX or as otherwise directed by the Landlord. Harmonized Sales Tax ("HST") under the provisions of the *Excise Tax Act of Canada* shall be payable in addition to and at the same time as the monthly rental payments.

1. TENANT'S COVENANTS

The Tenant hereby covenants with the Landlord as follows:

- (a) Rent: To pay the rent hereby reserved in the manner and on the days specified herein;

(2)

- (b) Taxes: To pay water and garbage rates, business and other taxes, charges, rates, duties and assessments levied in respect of the Tenant's occupancy of the leased premises or in respect of the personal property or business of the Tenant as and when the same become due;
- (c) Alterations: Not to make any alterations or additions to the Leased Premises without prior consent of the Landlord and any such alterations or additions to be made at the expense of the Tenant. The Landlord will not unreasonably withhold its consent;
- (d) Electric and Other Charges: To pay the cost of electricity, fuel and telephone as and when they fall due;
- (e) Maintenance: To keep the Leased Premises in good repair, reasonable wear and tear only excepted;
- (f) Insurance: Not to use the Leased Premises or permit them to be used for any purpose which may render the insurance on the building void and if the rate of insurance is increased as a result of anything done upon the premises by the Tenant, the Tenant will pay to the Landlord as additional rent the amount by which the insurance premiums are so increased;
- (g) Subletting: Not to sublet the said Leased Premises or any part thereof nor to assign this Agreement without the written consent of the Landlord, which consent shall not be unreasonably withheld;
- (h) Signs: Not to use the outer walls or windows of the said Leased Premises for any notice or nameplate except as approved by the Landlord;
- (i) Repairs: To repair, according to notice in writing, damage by reasonable wear and tear and by fire, lightning and tempest only excepted;
- (j) Indemnity: To indemnify the Landlord against all liabilities, claims, damage or expenses arising out of any act or neglect of the Tenant or its servants, employees, agents, invitees or licensees in and about the Leased Premises, or arising out of any breach, violation or non-performance of any of the terms of this lease by them or any damage to the persons or property of the Tenant's servants, employees, agents, invitees or licensees, other than by reason of the negligence of the Landlord;
- (k) Clear of Obstruction: To keep the sidewalks about the Leased Premises clear of snow and ice and of all other obstructions according to the by-laws and regulations of the municipality;
- (l) Trade or Business: To use the Leased Premises for the purpose of the Tenant carrying on business as and not to carry on or permit to be carried

(3)

on therein any other trade or business without the consent in writing of the Landlord;

- (m) Last Month's Rent: On the date this Lease is signed by the Tenant, the Tenant shall provide the Landlord with a cheque in the amount of five hundred (\$500) dollars, plus H.S.T., as a security deposit to be applied towards payment of the last month's rent and/or damages to the Leased Premises or Tenant's hydro arrears and, or other obligations of the Tenant under the terms of this lease for which the Landlord may become obligated.
- (n) Commercial General Liability Insurance for Bodily Injury or Death and Property Damage Insurance: At the date of execution of this lease by the Tenant, and from time to time thereafter, to provide to the Landlord a Certificate of Insurance that the Tenant has a commercial general liability insurance policy for bodily injury or death and property damage in force which insures the Tenant in respect of injury to or death of any person or property damage in the amount of at least one million (\$1,000,000.00) dollars and names the Landlord as an additional insured.
- (o) Fire Insurance: At the date of execution of this lease by the Tenant, and from time to time thereafter, to provide to the Landlord a Certificate of Insurance that the Tenant has insured its fixtures and personal property against loss or damage by fire, lightning, explosion, water damage and all other standard supplementary perils in an amount of not less than one hundred (100%) per cent replacement value of the said fixtures and personal property;
- (p) Heat: To provide sufficient heating of the Leased Premises to maintain a reasonable temperature therein at all times when reasonably required for use of premises;
- (q) Tax Escalator Clause: To pay annually on demand during the term of this lease and any renewal, extension or holding over and as additional rent an amount equal to any increase in realty taxes, including any H.S.T. payable, for each year during the term hereof over the realty taxes for the Leased Premises for the 20 municipal realty taxation year. For the purpose of this Lease, the municipal realty taxes (including local improvement rates), rates, duties and assessments (in this lease referred to as "Realty Taxes") rated, levied and assessed in any year against the building and the lands upon which it is situate are deemed Realty Taxes for the Leased Premises. The provisions of this paragraph survive the termination of the lease where the expiry of the term and of the municipal realty taxation year do not coincide, the appropriate apportionment shall be made and the Tenant shall pay the amount of the apportionment. (This clause has been inserted because of the uncertainty surrounding the effect of Bill 106 of the first



(4)

session, 36th Legislation, Ontario, 45 Elizabeth II, 1997 (*Fair Municipal Finance Act*, 1997) which proposes the elimination of business assessment and contemplates increases to commercial assessment as a result. Under this lease, business taxes are the Tenant's responsibility and realty taxes are the Landlord's responsibility. The parties wish to keep the *status quo* to the extent possible.)

2. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant:

- (a) Structural Repairs: To maintain and repair all windows, doors, plumbing and electrical fixtures and to make repairs to walls, floors and ceilings of the leased premises which may be necessary.
- (b) Quiet Enjoyment: For quiet enjoyment;
- (c) Parking: To permit the employees, invitees and guests of the Tenant to park automobiles in the parking spaces reserved for the Tenant and designated by number;

3. PROVISOS

Provided always and it is hereby agreed as follows:

- (a) Tax Escalation: If the municipal and other real property taxes, including school and local improvement taxes, payable by the Landlord upon or in respect of the Leased Premises, shall in any calendar year during the term or in the calendar year in which this lease expires or is determined exceed the amount of taxes payable in respect of the calendar year of the commencement of this lease, the Tenant shall pay to the Landlord, as additional rent, the amount of such increase;
- (b) Tenant's Fixtures: Subject to the other provisions of this lease, the Tenant may remove its fixtures;
- (c) Damage and Destruction:
  - (i) Provided that if during the term herein or any renewal thereof the Leased Premises shall be destroyed or damaged by fire or the elements then the following provisions shall apply:
    - (a) If the Leased Premises shall be so badly injured as to be unfit for occupancy, and as to be incapable of being repaired with reasonable diligence within one hundred

(5)

and twenty days of the happening of such injury, then the term hereby granted shall cease and be at an end to all intents and purposes from the date of such damage or destruction, and the Tenant shall immediately surrender the same, and yield up possession of the Leased Premises to the Landlord, and the rent from the time of such surrender shall be apportioned;

(b) If the demised Leased Premises shall be capable, with reasonable diligence, of being repaired and rendered fit for occupancy within one hundred and twenty days from the happening of such injury as aforesaid, but if the damage is such as to render the Leased Premises wholly unfit for occupancy, then the rent hereby reserved shall not run or accrue after such injury, or while the process of repair is going on, and the Landlord shall repair the same with all reasonable speed, and the rent shall recommence immediately after such repairs shall be completed.

(c) If the Leased Premises shall be repaired within one hundred and twenty days as aforesaid, and if the damage is such that the said Leased Premises are capable of being partially used, then until such damage shall have been repaired, the rent shall abate in the proportion that the part of the Leased Premises rendered unfit for occupancy bears to the whole of the Leased Premises.

- (d) Landlord's Liability: 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 employees of the Tenant or to any other person while such property is on the Leased Premises unless such loss, damage or injury shall be caused by the negligence of the Landlord or of its employees, servants or agents;
- (e) Re-Entry: 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 the case of breach or non-observance or non-performance of any of the covenants or agreements herein contained or referred to on the part of the Tenant to be observed and performed, the Landlord shall be entitled thereafter to enter into and upon the Leased Premises or any part thereof in the name of the whole the same to have again, repossess and enjoy as of its former state, anything herein contained to the contrary notwithstanding;

(6)

- (f) Vacancy: In case without the written consent of the Landlord the Leased Premises shall remain vacant or not used for a period of twenty-one (21) 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 become bankrupt or insolvent or take the benefit of any act now or hereafter in force for bankrupt or insolvent debtors, this lease shall at the option of the Landlord cease and determine and the terms shall immediately become forfeited and void and the then current month's rent and the ensuing three months' rent shall immediately become due and payable and the landlord may re-enter and take possession of the Leased Premises as though the Tenant or other occupant of the Leased Premises was holding over after the expiration of the term without any right whatever;
- (g) Overholding: If the Tenant shall continue to occupy the Leased Premises after the expiration of this lease, with or without the consent of the Landlord, 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;
- (h) Notice of Re-rental: To permit the Landlord during the last two (2) months of the term to affix and retain on any part of the exterior of the Leased Premises a notice that the premises are for rent and during the same period to permit the premises to be viewed at all reasonable times by any person authorized by the Landlord or his agent;
- (i) First Right of Refusal: At the termination of the term or any renewal of this lease, the Landlord will grant to the Tenant the first right of refusal to rent the Leased Premises on such terms and conditions as the Landlord is willing to accept from any other party, the Tenant to have fifteen (15) days within which to notify the Landlord of its acceptance or refusal of such an offer to rent, that time to run from the date it receives written notice of such an offer from the Landlord.
- (j) Early Possession: Upon payment of the first and last months' rent, and H.S.T. thereon, as provided for in this Lease, and the execution of this Lease by both the Landlord and Tenant, the Tenant shall be entitled to possession of the Leased Premises free of rent prior to March 1, 1996, and upon taking possession of the Leased Premises all other provisions in this lease shall apply.
- (k) Entry to view condition and Notice of disrepair: The Landlord may enter and view the state of repair of the Leased Premises and the Tenant will repair according to notice in writing. If the Tenant refuses or neglects to

(7)

make the repairs in such notice, the Landlord may make them and charge the cost of them to the Tenant as additional rent. The rent shall not abate while those repairs are being made, by reason of loss or interruption of the business of the Tenant because of any such work, and the Landlord agrees to complete the work expeditiously.

- (1) Right to show Leased Premises: The Tenant acknowledges that the Landlord or its agents shall have the right to enter the Leased Premises at all reasonable times to show them to prospective purchasers, encumbrancers, lessees or assignees, and may also, during the six month preceding the termination of the terms of this lease, place upon the Leased Premises the usual type of notice to the effect that the Leased Premises are for rent, which notice the Tenant shall permit to remain on them.

4. 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 of the parties hereto.

5. NOTICES: Any notice in writing which either party may desire to give to the other with regard to any matter or thing in this lease contained may be validly and effectually given by mailing the same by prepaid registered post addressed as follows:

XX

and every such notice shall be deemed and taken to have been delivered on the day following the day on which it was so mailed.

6. REGISTRATION OF DOCUMENTS ON TITLE TO THE LEASED PREMISES: The Landlord hereby consents to the registration of this lease by way of Notice of Lease registered on title to the Leased Premises at the Land Registry Office in the Land Titles Division at Haileybury, Ontario, PROVIDED the preparation of the document to do so and all costs of registration are at the expense of the tenant.

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IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

**SIGNED, SEALED and DELIVERED**  
in the presence of

**Witness**

Witness

C:/LeaseAgreement/LeaseAgreement.doc

*[Handwritten signature]*

FAY - 705-569-2834

Attn: Patrick

THIS INDENTURE made as of the XX day of XX, 2017,  
in pursuance of THE SHORT FORMS OF LEASES ACT

**DRAFT**

BETWEEN:

**The Corporation of the Municipality of Temagami**

Herein called the "Landlord"

OF THE FIRST PART

AND

XX The Temagami &amp; District Chamber of Commerce

Herein called the "Tenant"

OF THE SECOND PART

In consideration of the rents reserved and the covenants and agreements contained in this Lease on the part of the Tenant, the Landlord hereby leases to the Tenant those certain premises situate in the XX of XX, in the District of Nipissing, more particularly described as South portion of The Temagami Train Station — Highway 11 North.

hereinafter called the "Leased Premises" for a term of ~~XX~~ <sup>30<sup>th</sup></sup> years commencing on the XX day of XX, 20XX, being fully completed and ended on the XX day of XX, 20XX.

The rent in respect of the leased premises shall be XX (\$XX) dollars per year, payable to the Landlord in advance in equal monthly installments of XX (\$XX) dollars each, on the XX day of each month during the term, the first payment becoming due and being payable on the XX day of XX, 20XX. Rental payments to be made to XX or as otherwise directed by the Landlord. Harmonized Sales Tax ("HST") under the provisions of the *Excise Tax Act of Canada* shall be payable in addition to and at the same time as the monthly rental payments.

1. TENANT'S COVENANTS

The Tenant hereby covenants with the Landlord as follows:

- (a) Rent: To pay the rent hereby reserved in the manner and on the days specified herein;

(2)

- (b) Taxes: To pay water and garbage rates, business and other taxes, charges, rates, duties and assessments levied in respect of the Tenant's occupancy of the leased premises or in respect of the personal property or business of the Tenant as and when the same become due;
- (c) Alterations: Not to make any alterations or additions to the Leased Premises without prior consent of the Landlord and any such alterations or additions to be made at the expense of the Tenant. The Landlord will not unreasonably withhold its consent;
- (d) Electric and Other Charges: To pay the cost of electricity, fuel and telephone as and when they fall due;
- (e) Maintenance: To keep the Leased Premises in good repair, reasonable wear and tear only excepted;
- (f) Insurance: Not to use the Leased Premises or permit them to be used for any purpose which may render the insurance on the building void and if the rate of insurance is increased as a result of anything done upon the premises by the Tenant, the Tenant will pay to the Landlord as additional rent the amount by which the insurance premiums are so increased;
- (g) Subletting: Not to sublet the said Leased Premises or any part thereof nor to assign this Agreement without the written consent of the Landlord, which consent shall not be unreasonably withheld;
- (h) Signs: Not to use the outer walls or windows of the said Leased Premises for any notice or nameplate except as approved by the Landlord;
- (i) Repairs: To repair, according to notice in writing, damage by reasonable wear and tear and by fire, lightning and tempest only excepted;
- (j) Indemnity: To indemnify the Landlord against all liabilities, claims, damage or expenses arising out of any act or neglect of the Tenant or its servants, employees, agents, invitees or licensees in and about the Leased Premises, or arising out of any breach, violation or non-performance of any of the terms of this lease by them or any damage to the persons or property of the Tenant's servants, employees, agents, invitees or licensees, other than by reason of the negligence of the Landlord;
- (k) Clear of Obstruction: To keep the sidewalks about the Leased Premises clear of snow and ice and of all other obstructions according to the by-laws and regulations of the municipality;
- (l) Trade or Business: To use the Leased Premises for the purpose of the Tenant carrying on business as and not to carry on or permit to be carried

(3)

on therein any other trade or business without the consent in writing of the Landlord;

- (m) Last Month's Rent: On the date this Lease is signed by the Tenant, the Tenant shall provide the Landlord with a cheque in the amount of five hundred (\$500) dollars, plus H.S.T., as a security deposit to be applied towards payment of the last month's rent and/or damages to the Leased Premises or Tenant's hydro arrears and, or other obligations of the Tenant under the terms of this lease for which the Landlord may become obligated.
- (n) Commercial General Liability Insurance for Bodily Injury or Death and Property Damage Insurance: At the date of execution of this lease by the Tenant, and from time to time thereafter, to provide to the Landlord a Certificate of Insurance that the Tenant has a commercial general liability insurance policy for bodily injury or death and property damage in force which insures the Tenant in respect of injury to or death of any person or property damage in the amount of at least one million (\$1,000,000.00) dollars and names the Landlord as an additional insured.
- (o) Fire Insurance: At the date of execution of this lease by the Tenant, and from time to time thereafter, to provide to the Landlord a Certificate of Insurance that the Tenant has insured its fixtures and personal property against loss or damage by fire, lightning, explosion, water damage and all other standard supplementary perils in an amount of not less than one hundred (100%) per cent replacement value of the said fixtures and personal property;
- (p) Heat: To provide sufficient heating of the Leased Premises to maintain a reasonable temperature therein at all times when reasonably required for use of premises;
- (q) Tax Escalator Clause: To pay annually on demand during the term of this lease and any renewal, extension or holding over and as additional rent an amount equal to any increase in realty taxes, including any H.S.T. payable, for each year during the term hereof over the realty taxes for the Leased Premises for the 20 municipal realty taxation year. For the purpose of this Lease, the municipal realty taxes (including local improvement rates), rates, duties and assessments (in this lease referred to as "Realty Taxes") rated, levied and assessed in any year against the building and the lands upon which it is situate are deemed Realty Taxes for the Leased Premises. The provisions of this paragraph survive the termination of the lease where the expiry of the term and of the municipal realty taxation year do not coincide, the appropriate apportionment shall be made and the Tenant shall pay the amount of the apportionment. (This clause has been inserted because of the uncertainty surrounding the effect of Bill 106 of the first



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session, 36th Legislation, Ontario, 45 Elizabeth II, 1997 (*Fair Municipal Finance Act*, 1997) which proposes the elimination of business assessment and contemplates increases to commercial assessment as a result. Under this lease, business taxes are the Tenant's responsibility and realty taxes are the Landlord's responsibility. The parties wish to keep the *status quo* to the extent possible.)

2. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant:

- (a) Structural Repairs: To maintain and repair all windows, doors, plumbing and electrical fixtures and to make repairs to walls, floors and ceilings of the leased premises which may be necessary.
- (b) Quiet Enjoyment: For quiet enjoyment;
- (c) Parking: To permit the employees, invitees and guests of the Tenant to park automobiles in the parking spaces reserved for the Tenant and designated by number;

3. PROVISOS

Provided always and it is hereby agreed as follows:

- (a) Tax Escalation: If the municipal and other real property taxes, including school and local improvement taxes, payable by the Landlord upon or in respect of the Leased Premises, shall in any calendar year during the term or in the calendar year in which this lease expires or is determined exceed the amount of taxes payable in respect of the calendar year of the commencement of this lease, the Tenant shall pay to the Landlord, as additional rent, the amount of such increase;
- (b) Tenant's Fixtures: Subject to the other provisions of this lease, the Tenant may remove its fixtures;
- (c) Damage and Destruction:
  - (i) Provided that if during the term herein or any renewal thereof the Leased Premises shall be destroyed or damaged by fire or the elements then the following provisions shall apply:
    - (a) If the Leased Premises shall be so badly injured as to be unfit for occupancy, and as to be incapable of being repaired with reasonable diligence within one hundred

(5)

and twenty days of the happening of such injury, then the term hereby granted shall cease and be at an end to all intents and purposes from the date of such damage or destruction, and the Tenant shall immediately surrender the same, and yield up possession of the Leased Premises to the Landlord, and the rent from the time of such surrender shall be apportioned;

(b) If the demised Leased Premises shall be capable, with reasonable diligence, of being repaired and rendered fit for occupancy within one hundred and twenty days from the happening of such injury as aforesaid, but if the damage is such as to render the Leased Premises wholly unfit for occupancy, then the rent hereby reserved shall not run or accrue after such injury, or while the process of repair is going on, and the Landlord shall repair the same with all reasonable speed, and the rent shall recommence immediately after such repairs shall be completed.

(c) If the Leased Premises shall be repaired within one hundred and twenty days as aforesaid, and if the damage is such that the said Leased Premises are capable of being partially used, then until such damage shall have been repaired, the rent shall abate in the proportion that the part of the Leased Premises rendered unfit for occupancy bears to the whole of the Leased Premises.

(d) Landlord's Liability: 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 employees of the Tenant or to any other person while such property is on the Leased Premises unless such loss, damage or injury shall be caused by the negligence of the Landlord or of its employees, servants or agents;

(e) Re-Entry: 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 the case of breach or non-observance or non-performance of any of the covenants or agreements herein contained or referred to on the part of the Tenant to be observed and performed, the Landlord shall be entitled thereafter to enter into and upon the Leased Premises or any part thereof in the name of the whole the same to have again, repossess and enjoy as of its former state, anything herein contained to the contrary notwithstanding;

(6)

- (f) Vacancy: In case without the written consent of the Landlord the Leased Premises shall remain vacant or not used for a period of twenty-one (21) 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 become bankrupt or insolvent or take the benefit of any act now or hereafter in force for bankrupt or insolvent debtors, this lease shall at the option of the Landlord cease and determine and the terms shall immediately become forfeited and void and the then current month's rent and the ensuing three months' rent shall immediately become due and payable and the landlord may re-enter and take possession of the Leased Premises as though the Tenant or other occupant of the Leased Premises was holding over after the expiration of the term without any right whatever;
- (g) Overholding: If the Tenant shall continue to occupy the Leased Premises after the expiration of this lease, with or without the consent of the Landlord, 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;
- (h) Notice of Re-rental: To permit the Landlord during the last two (2) months of the term to affix and retain on any part of the exterior of the Leased Premises a notice that the premises are for rent and during the same period to permit the premises to be viewed at all reasonable times by any person authorized by the Landlord or his agent;
- (i) First Right of Refusal: At the termination of the term or any renewal of this lease, the Landlord will grant to the Tenant the first right of refusal to rent the Leased Premises on such terms and conditions as the Landlord is willing to accept from any other party, the Tenant to have fifteen (15) days within which to notify the Landlord of its acceptance or refusal of such an offer to rent, that time to run from the date it receives written notice of such an offer from the Landlord.
- (j) Early Possession: Upon payment of the first and last months' rent, and H.S.T. thereon, as provided for in this Lease, and the execution of this Lease by both the Landlord and Tenant, the Tenant shall be entitled to possession of the Leased Premises free of rent prior to March 1, 1996, and upon taking possession of the Leased Premises all other provisions in this lease shall apply.
- (k) Entry to view condition and Notice of disrepair: The Landlord may enter and view the state of repair of the Leased Premises and the Tenant will repair according to notice in writing. If the Tenant refuses or neglects to

(7)

make the repairs in such notice, the Landlord may make them and charge the cost of them to the Tenant as additional rent. The rent shall not abate while those repairs are being made, by reason of loss or interruption of the business of the Tenant because of any such work, and the Landlord agrees to complete the work expeditiously.

- (1) Right to show Leased Premises: The Tenant acknowledges that the Landlord or its agents shall have the right to enter the Leased Premises at all reasonable times to show them to prospective purchasers, encumbrancers, lessees or assignees, and may also, during the six month preceding the termination of the terms of this lease, place upon the Leased Premises the usual type of notice to the effect that the Leased Premises are for rent, which notice the Tenant shall permit to remain on them.

4. 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 of the parties hereto.

5. NOTICES: Any notice in writing which either party may desire to give to the other with regard to any matter or thing in this lease contained may be validly and effectually given by mailing the same by prepaid registered post addressed as follows:

XX

and every such notice shall be deemed and taken to have been delivered on the day following the day on which it was so mailed.

6. REGISTRATION OF DOCUMENTS ON TITLE TO THE LEASED PREMISES: The Landlord hereby consents to the registration of this lease by way of Notice of Lease registered on title to the Leased Premises at the Land Registry Office in the Land Titles Division at Haileybury, Ontario, PROVIDED the preparation of the document to do so and all costs of registration are at the expense of the tenant.

④

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

**SIGNED, SEALED and DELIVERED**  
in the presence of

**Witness**

**Witness**

C:/LeaseAgreement/LeaseAgreement.doc

*Oralt*

# Living Temagami Heritage & Culture Centre

## Updated Expression of Interest for the Temagami Train Station

### 1. Organization History

Living Temagami Heritage & Culture Centre may be a new organization, but the people running this organization are not new to community service and following through on commitments made. Each individual person has a long history of community involvement and support. Each individual person has a long list of successful events and projects they were part of or delivered for other organizations they were members of. Each person has a long history of developing resources and successful fundraising campaigns. Together the people who are Directors on this Board will make a very strong team and do everything in their power to make the Living Temagami Heritage & Culture Centre a success.

#### • Mission statement

Living Temagami ~ Heritage & Culture Centre connects, cultivates and engages community through the arts. Arts and culture are fundamentally linked to quality of life and to the health and wellness of all citizens, shaping identities, fostering life-long learning, promoting creativity and innovation, and engaging citizens across generations.

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Living Temagami ~ Heritage & Culture Centre envisions a vibrant, connected community engaged in discovering, exploring, and creating all art forms. The supportive power of extended family in all its definitions is embraced, as is the belief that the spirit and energy of community, and our participation in it, empowers and transforms. The warmth, enthusiasm, and unity of our cultural hub echo throughout the Temagami area. This serves as an example of the inclusive community making, kinship, and cultural expression that can be created and embraced.

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*Mandate:* Living Temagami - Heritage & Culture Centre will, consistent with the purpose described above, undertake the following: Develop and deliver program's to promote and engage people with our rich and diverse cultural heritage. This will include art, artisan, craftsman, music, dance, theatre, and other educational workshops, and to embrace our history and diverse heritage. Foster public awareness, recognition, and support for local talent in all arts, heritage, and archival preservation of the history, lore, and language of the Temagami and surrounding area.

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- **Why is the organization interested in the project?**

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- **How does the organization see they will benefit the Community?**

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### **Living Temagami will be looking to develop programming such as**

#### Artist, Artisan, Craftsmen Exhibitions:

- Local and Guest Artist Exhibits & Installation
- Opening Night events and Artist Discussions
- Curated and Themed Exhibits & Displays
- Sales with a percentage retained by the Collective

#### Artist, Artisan, Craftsmen Talks, Demonstrations, Seminars, Lectures

- Presentation and Discussions about their Creative Process and Works
- Sharing of Skills and Techniques

#### Documentaries & Cinematic Presentations

- Variety of Subjects and Community Interests presented in an intimate setting followed by Audience Participation in roundtable Discussion or critique

#### Small Venue Performances

- Guest Musicians with music geared to a smaller venue
- Poetry or Author Readings, perhaps in Collaboration with the Library
- Storytelling
- Performers

#### Artist in Residence

- Artist in Residence programs with the Artist using the space to Create Work and have times where the Public is allowed to Observe and Engage the artist about their Work
- Artist in the Schools programs

#### Studio Space

- Studio Space Rental

## Art Camp

- Participate in Helping Facilitate the Annual Art Camp by Supplying Space and Collaboration and Volunteer Staff when needed

## Music

- Sharing and Performances
- Music Appreciation
- Music and Lyrics
- Music Lessons

## Classes & Workshops

- Artistic forms such as Painting and Drawing
- Photography & Videography
- Woodcraft and Wood Carving
- Jewellery making and Beadwork
- Sewing and Crafts
- Ballroom, Line Dancing etc...
- Reiki and other Naturopathic or Health related programs and Lectures
- Specialty programs and areas of interest geared to Seniors and the Retirement Community
- Poetry, Story Writing, Storytelling Workshops possibly in Collaboration with the library

## Museum Space for History of Area – Minimal expense for programs

- Dedicated Space for Historical Items to be displayed on a rotating basis to keep it fresh and Interesting. Grey Owl section. We expect minimal expense for this process
- Historic Presentations & Talks by Local People and Guest Speakers
- History Club or regular meeting times for people to Share Stories and Historical Knowledge
- Collaboration with Museums and Historical Agencies for Sharing Exhibits or Special Presentations

## Cultural Education & Events

- Participate in the Annual Cultural Days Festival
- Encourage Community Involvement and Interaction by hosting and helping facilitate presentations or discussions of various history, heritage, and cultures, including both native and non-native in the Temagami and broader area focusing on their roots, heritage, and family traditions, and the area of the world from which their families originated.
- Indigenous Programs and Learning Opportunities, such as traditional dance, language, art, storytelling, history, drum making, drumming, language, traditions and traditional ways, traditional teachings and oral narrative
- Goal of Developing Cultural Understanding and Tolerance, Intergenerational Connections and Community Building
- Language Preservation Archive of the Native Indigenous People – Collaboration Project
- Collaborate with Temagami First Nations for Indigenous Programs and Interest

All of the programming listed has the potential for varying levels of Income and Revenue Sources, from being offered for free or minimal cost to current market values depending on the event or

program proposed. Each category has elements that have Grant Funding available and a strong likelihood of Qualifying for these Funds. Some of the Funding available is ongoing and geared to long term projects and creating the Cultural Centre we envision. Trillium Funding may also be available for the launching of this project with ongoing Funding available in other Trillium Funding streams to operate and grow the venture. The Ontario Arts Council and other Granting Bodies have Operational Funds available as well. Generated Revenue would be used in conjunction with any Grant Funds received to sustain and further develop the Cultural Centre in becoming Self-Sustaining.

- **How does the organization support the vision of having this space a focal point of the Community?**

Living Temagami is committed to the preservation of the Train Station and in strengthening its place as the focal point of the Community. It is already well established as being the focal point of the town itself. We as a Community are lucky to have retained such a significant and historical piece of our town history, when many others have lost or had to sacrifice similar buildings. A Cultural Centre with strong and desirable programming and a variety of interesting and well executed events will increase the focus of the Community on the Train Station and create a destination place that will draw the Community into its architectural space. By providing a venue for people to share interests, share their ideas and express their creativity, share their heritage, learn about themselves and others, there can be no other outcome except to create a Community within and connection between the building and the greater Community itself.

#### **4. Financials**

- **Please provide your organization's most recent financial statements**

Living Temagami has no financial statements available

Living Temagami is proposing, in the beginning, a Pilot Project for a Cultural Centre that will operate for the remainder of the fiscal year. This time would be used to develop the programming and gain Funding to support the initiatives we have outlined and if viable could proceed as an ongoing venture. The Pilot Project would then be evaluated and if the potential for viability exists it will continue in operation; and as Funding is secured and programming generates income the goal would be to become a self-sufficient and self-sustaining enterprise. The Pilot Project would require the Municipality to support the use of the building free of expense while funding and income is

developed and then re-evaluated every 6 months as needed. If the Pilot Project is viable and as income is generated or appropriate Grants obtained it would be used to offset operating expenses, rent and utilities etc. so the expenses presently covered by the Municipality would decrease or become non-existent. Insurance coverage will be required for the duration we will have the use of the Train Station and we are looking into the coverage and options available.

#### Estimated Proposed Monthly Budget – Example Only Not for the Pilot Project

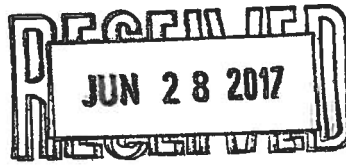
| <b>Estimated Income</b> |                 | <b>Estimated Fixed Expenses</b> |                   |
|-------------------------|-----------------|---------------------------------|-------------------|
| Sales percentage        | \$ 50.00        | Hydro/Heat                      | \$ 600.00         |
| Workshops               | \$200.00        | Water/Sewer                     | \$ 50.00          |
| Studio Space rent       | \$ 50.00        | Rent                            | \$ 800.00         |
| Events                  | \$300.00        | Insurance                       | \$ 100.00         |
| Grants                  | \$200.00        | Phone/Internet                  | \$ 75.00          |
| Fund Raising            | \$ 50.00        | <b>Sub Total</b>                | <b>\$1,625.00</b> |
| Museum                  | \$ 25.00        | LT Contribution                 | <b>\$ 675.00</b>  |
| <b>Total</b>            | <b>\$875.00</b> | Municipal Contribution          | <b>\$ 950.00</b>  |
| Minus Expenses          | <b>\$200.00</b> |                                 |                   |
| TAC Contribution        | <b>\$675.00</b> |                                 |                   |

The above budget is to demonstrate the revenue streams and how they would be used to offset expenses currently paid by the Municipality, or required items, such as insurance, by the organization to be in operation. Actual figures are unknown and require further development currently being completed. They can be made available should the Living Temagam Heritage & Cultural Centre Pilot Project expression of interest be accepted. The budget will also be affected by the presence of the Chamber of Commerce in the shared space. If the Chamber is sharing the space joint use of the phone and internet would be possible and cleaning and supplies would have to be negotiated for the building.

Hours of operation and staffing would depend on several factors and information that is not finalized. Factors include the presence of the Chamber and their staffing abilities and the availability of members based on the needed hours of staffing. Several options for additional staff could include working with several Colleges and Universities in developing an internship program that could be a work experience or Artist in Residence with an assisting in staffing component. This could tie in well with several of the Artists in Business style curriculum offerings. Similar unpaid intern positions may be possible. Artist could be invited to exhibit or be in residence in exchange for staffing assistance. There are Grants available for operating expenses we could obtain.

June 27<sup>th</sup>, 2017

Living Temagami Heritage & Culture Centre  
P.O. Box 333  
Temagami, Ontario, P0H 2H0



File ☐ Incoming ☐ Other  
Mayor ☐  
Council ☐ I ☐ A  
CAO ☐  
Building ☐  
Finance ☐ S ☐ C  
Ec Dev ☐ S ☐ C  
Parks & Rec ☐ S ☐ C  
Planning ☐ S ☐ C  
Public Wks ☐ S ☐ C  
PPP ☐  
Social Services ☐  
☐ \_\_\_\_\_  
☐ \_\_\_\_\_

Dear Mayor & Council,

The Board of Directors of the newly formed group, Living Temagami Heritage & Culture Centre, are writing this letter to affirm the Expression of Interest submitted by the Temagami Artistic Collective is now the Expression of Interest from the Living Temagami Heritage and Culture Centre. We were key in drafting the Expression of Interest submitted by the Temagami Artistic Collective and are very familiar with the content of the document.

To date we have drafted a Mission, Vision, Values statement, a Mandate, and our Operational By-laws are under development. Volunteer recruitment has begun and our logo is being designed and a website is under construction, these will be followed by a facebook page. Our goals are to secure sponsorship and several grants over the next 6 months. The first grant submitted was for the New Horizons for Seniors Program where we applied for just under \$24,000.00 for 2 programs with \$4,800.00 of that amount earmarked for rental space fees of the Train Station space for 1 year for the projects submitted. We are working on several corporate sponsorships and donations. We have several events on the table for planning, including Culture Days in September.

Living Temagami is very committed to providing a wide range of events and programming for this community and to make the Temagami Train Station the iconic land mark of this town it deserves to be by making it a vibrant and interesting place to visit, learn, contribute, and interact with other members of the community and beyond.

Living Temagami is planning to have the doors open at the Train Station for Canada Day should your decision be in support of our Expression of Interest. We await your decision.

With regards,

Roxanne St. Germain

John Shymko

Doug Adams

Margaret Youngs

Hugh McKenzie

The Board of Directors

Living Temagami Heritage & Culture Centre

# Living Temagami Heritage & Culture Centre

## Updated Expression of Interest for the Temagami Train Station

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- Curated and Themed Exhibits & Displays
- Sales with a percentage retained by the Collective

#### Artist, Artisan, Craftsmen Talks, Demonstrations, Seminars, Lectures

- Presentation and Discussions about their Creative Process and Works
- Sharing of Skills and Techniques

#### Documentaries & Cinematic Presentations

- Variety of Subjects and Community Interests presented in an intimate setting followed by Audience Participation in roundtable Discussion or critique

#### Small Venue Performances

- Guest Musicians with music geared to a smaller venue
- Poetry or Author Readings, perhaps in Collaboration with the Library
- Storytelling
- Performers

#### Artist in Residence

- Artist in Residence programs with the Artist using the space to Create Work and have times where the Public is allowed to Observe and Engage the artist about their Work
- Artist in the Schools programs

#### Studio Space

- Studio Space Rental

### Art Camp

- Participate in Helping Facilitate the Annual Art Camp by Supplying Space and Collaboration and Volunteer Staff when needed

### Music

- Sharing and Performances
- Music Appreciation
- Music and Lyrics
- Music Lessons

### Classes & Workshops

- Artistic forms such as Painting and Drawing
- Photography & Videography
- Woodcraft and Wood Carving
- Jewellery making and Beadwork
- Sewing and Crafts
- Ballroom, Line Dancing etc...
- Reiki and other Naturopathic or Health related programs and Lectures
- Specialty programs and areas of interest geared to Seniors and the Retirement Community
- Poetry, Story Writing, Storytelling Workshops possibly in Collaboration with the library

### Museum Space for History of Area – Minimal expense for programs

- Dedicated Space for Historical Items to be displayed on a rotating basis to keep it fresh and Interesting. Grey Owl section. We expect minimal expense for this process
- Historic Presentations & Talks by Local People and Guest Speakers
- History Club or regular meeting times for people to Share Stories and Historical Knowledge
- Collaboration with Museums and Historical Agencies for Sharing Exhibits or Special Presentations

### Cultural Education & Events

- Participate in the Annual Cultural Days Festival
- Encourage Community Involvement and Interaction by hosting and helping facilitate presentations or discussions of various history, heritage, and cultures, including both native and non-native in the Temagami and broader area focusing on their roots, heritage, and family traditions, and the area of the world from which their families originated.
- Indigenous Programs and Learning Opportunities, such as traditional dance, language, art, storytelling, history, drum making, drumming, language, traditions and traditional ways, traditional teachings and oral narrative
- Goal of Developing Cultural Understanding and Tolerance, Intergenerational Connections and Community Building
- Language Preservation Archive of the Native Indigenous People – Collaboration Project
- Collaborate with Temagami First Nations for Indigenous Programs and Interest

All of the programming listed has the potential for varying levels of Income and Revenue Sources, from being offered for free or minimal cost to current market values depending on the event or

program proposed. Each category has elements that have Grant Funding available and a strong likelihood of Qualifying for these Funds. Some of the Funding available is ongoing and geared to long term projects and creating the Cultural Centre we envision. Trillium Funding may also be available for the launching of this project with ongoing Funding available in other Trillium Funding streams to operate and grow the venture. The Ontario Arts Council and other Granting Bodies have Operational Funds available as well. Generated Revenue would be used in conjunction with any Grant Funds received to sustain and further develop the Cultural Centre in becoming Self-Sustaining.

- **How does the organization support the vision of having this space a focal point of the Community?**

Living Temagami is committed to the preservation of the Train Station and in strengthening its place as the focal point of the Community. It is already well established as being the focal point of the town itself. We as a Community are lucky to have retained such a significant and historical piece of our town history, when many others have lost or had to sacrifice similar buildings. A Cultural Centre with strong and desirable programming and a variety of interesting and well executed events will increase the focus of the Community on the Train Station and create a destination place that will draw the Community into its architectural space. By providing a venue for people to share interests, share their ideas and express their creativity, share their heritage, learn about themselves and others, there can be no other outcome except to create a Community within and connection between the building and the greater Community itself.

#### **4. Financials**

- **Please provide your organization's most recent financial statements**

Living Temagami has no financial statements available

Living Temagami is proposing, in the beginning, a Pilot Project for a Cultural Centre that will operate for the remainder of the fiscal year. This time would be used to develop the programming and gain Funding to support the initiatives we have outlined and if viable could proceed as an ongoing venture. The Pilot Project would then be evaluated and if the potential for viability exists it will continue in operation; and as Funding is secured and programming generates income the goal would be to become a self-sufficient and self-sustaining enterprise. The Pilot Project would require the Municipality to support the use of the building free of expense while funding and income is

developed and then re-evaluated every 6 months as needed. If the Pilot Project is viable and as income is generated or appropriate Grants obtained it would be used to offset operating expenses, rent and utilities etc. so the expenses presently covered by the Municipality would decrease or become non-existent. Insurance coverage will be required for the duration we will have the use of the Train Station and we are looking into the coverage and options available.

#### Estimated Proposed Monthly Budget – Example Only Not for the Pilot Project

| <b>Estimated Income</b> |                 | <b>Estimated Fixed Expenses</b> |                   |
|-------------------------|-----------------|---------------------------------|-------------------|
| Sales percentage        | \$ 50.00        | Hydro/Heat                      | \$ 600.00         |
| Workshops               | \$200.00        | Water/Sewer                     | \$ 50.00          |
| Studio Space rent       | \$ 50.00        | Rent                            | \$ 800.00         |
| Events                  | \$300.00        | Insurance                       | \$ 100.00         |
| Grants                  | \$200.00        | Phone/Internet                  | \$ 75.00          |
| Fund Raising            | \$ 50.00        | <b>Sub Total</b>                | <b>\$1,625.00</b> |
| Museum                  | \$ 25.00        | LT Contribution                 | <b>\$ 675.00</b>  |
| <b>Total</b>            | <b>\$875.00</b> | Municipal Contribution          | <b>\$ 950.00</b>  |
| Minus Expenses          | <b>\$200.00</b> |                                 |                   |
| TAC Contribution        | <b>\$675.00</b> |                                 |                   |

The above budget is to demonstrate the revenue streams and how they would be used to offset expenses currently paid by the Municipality, or required items, such as insurance, by the organization to be in operation. Actual figures are unknown and require further development currently being completed. They can be made available should the Living Temagam Heritage & Cultural Centre Pilot Project expression of interest be accepted. The budget will also be affected by the presence of the Chamber of Commerce in the shared space. If the Chamber is sharing the space joint use of the phone and internet would be possible and cleaning and supplies would have to be negotiated for the building.

Hours of operation and staffing would depend on several factors and information that is not finalized. Factors include the presence of the Chamber and their staffing abilities and the availability of members based on the needed hours of staffing. Several options for additional staff could include working with several Colleges and Universities in developing an internship program that could be a work experience or Artist in Residence with an assisting in staffing component. This could tie in well with several of the Artists in Business style curriculum offerings. Similar unpaid intern positions may be possible. Artist could be invited to exhibit or be in residence in exchange for staffing assistance. There are Grants available for operating expenses we could obtain.



**Corporation of the Municipality of Temagami**

**Memo No.**  
2018-M-035

**Memorandum to Council**



**Staff**



**Committee**

**Subject:** Official Plan Update Process

**Agenda Date:** July 17, 2018

**Attachments for  
Information:**

**RECOMMENDATION**

This memorandum is to recommend that Council consider the following motion:

BE IT RESOLVED THAT Council receive Memo 2018-M-035 regarding the Official Plan Update Process;

AND FURTHER THAT Council direct Staff to defer the issuance of a Request for Proposal for an appropriate consultant for the Official Plan update process until January.

**INFORMATION**

Previously, Council had issued a RFP in the hopes of engaging a consultant for the comprehensive review and update to the Official Plan. At the end of the process, the Municipality was not successful in moving this to the point of a contract.

Given the election period we are presently under, as well as the fact that establishing an RFP process at this point in the year would not result in having consultant lead public engagement during the summer period, Staff are recommending that this process be put on hold until after the election.

By issuing an RFP call in January, there should be sufficient time to engage a consultant, allow them to have a pre-consultation with the Province through the Ministry of Municipal Affairs and Housing and establish a robust schedule for public engagement during the summer of 2019.

Prepared by:

Reviewed and Approved for Council consideration by:

**Craig Davidson,  
Treasurer/Administrator**

Name, Position

Name, Position

# **THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI**

## **BY-LAW NO. 18-1414**

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### **Being a bylaw to confirm the proceedings of Council of the Corporation of the Municipality of Temagami**

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**WHEREAS** pursuant to Section 5(1) of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, the powers of a municipality shall be exercised by its Council; and

**WHEREAS** pursuant to Section 5(3) of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, a municipal power, including a municipality's capacity rights, powers and privileges under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

**WHEREAS** it is deemed expedient that the proceedings of the Council of the Corporation of the Municipality of Temagami at this Session be confirmed and adopted by by-law.

**NOW THEREFORE** the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. **THAT** the actions of the Council of The Corporation of the Municipality of Temagami in respect of all recommendations in reports and minutes of committees, all motions and resolutions and all actions passed and taken by the Council of the Corporation of the Municipality of Temagami, documents and transactions entered into during the August 14, 2018 Committee of the Whole meeting and the August 23, 2018 regular meeting of Council are hereby adopted and confirmed, as if the same were expressly embodied in this By-law.
2. **THAT** the Mayor and proper officials of The Corporation of the Municipality of Temagami are hereby authorized and directed to do all the things necessary to give effect to the action of the Council of The Corporation of the Municipality of Temagami during the said meetings referred to in paragraph 1 of this By-law.
3. **THAT** the Mayor and the Chief Administrative Officer or Clerk are hereby authorized and directed to execute all documents necessary to the action taken by this Council as described in Section 1 of this By-law and to affix the Corporate Seal of The Corporation of the Municipality of Temagami to all documents referred to in said paragraph 1.

Read a first, second and third time and finally passed this 23<sup>rd</sup> day of August, 2018.

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Mayor

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Clerk