CITY OF TIMMINS

BY-LAW NO. 2017-7965

BEING A BY-LAW to authorize the Corporation of the City of Timmins to enter into an Agreement with the Timmins Native Friendship Centre respecting the development of lands municipally known as 180 Kimberly Avenue.

WHEREAS the Corporation of the City of Timmins Official Plan has policies with regard to site plan control.

AND WHEREAS By-law No. 2011-7038 designates Site Plan Control Areas for the City of Timmins, under Section 41 of the Planning Act, as amended.

AND WHEREAS Section 41 of the Planning Act, 1990, R.S.O., c.P.13, permits the municipality to require a Site Plan Development Agreement for areas designated as Site Plan Control Areas.

AND WHEREAS the lands subject of the proposed development by the Timmins Native Friendship Centre are within the Site Plan Control Area.

AND WHEREAS the Timmins Native Friendship Centre proposes to develop the lands covered by this agreement for two, two-storey residential apartment buildings (ten units in Phase 1 and eight units in Phase 2) for a total of eighteen residential units on the lot.

NOW THEREFORE the Council of the Corporation of the City of Timmins enacts the following as a By-law:

1. THAT the Corporation of the City of Timmins enter into an Agreement with the Timmins Native Friendship Centre regarding the development of lands in the City of Timmins described as:

   Part of the Northwest ¼ of the South ½ of Lot 12, Concession 2, Plan 6R-8929, Part 2, Township of Tisdale, City of Timmins, District of Cochrane

   A copy of which Agreement is attached hereto and marked Schedule 'A' to this By-law and the Mayor and Clerk be and are hereby authorized to execute the said agreement on behalf of the Corporation and to affix thereto the Official Seal of the Corporation.

READ a first and second time this 9th day of January, 2017.

READ a third and final time and enacted and passed this 9th day of January, 2017.

MAYOR STEVE BLACK

CLERK'S PALMATEER
SCHEDULE 'A'

THIS AGREEMENT made this 9th day of January, 2017.

between:

Timmins Native Friendship Centre
179 Kirby Avenue
Timmins, Ontario
P4N 1K1

hereinafter called the "Owner" of the First Part

and:

THE CORPORATION OF THE CITY OF TIMMINS
220 Algonquin Boulevard East
Timmins, Ontario
P4N 1B3

hereinafter called the "Corporation" of the Second Part

WHEREAS the Owner represents that it is the registered Owner of the lands shown on Appendix 'A', which forms part of this Agreement, which is on file in the Office of the City Clerk, which lands are hereinafter referred to as the 'Lands', and

WHEREAS the Owner wishes to develop the Lands for two, two-storey residential apartment buildings (ten units in Phase 1 and eight units in Phase 2) for a total of eighteen residential units on the lot; and

WHEREAS the Owner desires to develop the Lands in accordance with the proposed Site Plan of Development, shown on Appendix 'B' which is on file in the Office of the City Clerk and hereinafter referred to as 'the Plans'; and

WHEREAS the City agrees that it is in the public interest that the Owner enter into a Site Development Agreement for the Lands and be required to comply with certain requirements hereinafter contained as a condition for the development of the Lands:

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT the parties hereto mutually covenant and agree as follows:

1. Approved Plans and Drawings

The City has approved the following plans and drawings that forms Appendix 'B', 'C' and 'D' to this Agreement and shall be on file in the office of the City Clerk. The appendices show the following information and re-identified as follows:

   a) Appendix 'A' – The Lands Covered by this Agreement
   b) Appendix 'B' – C01: Siteplan and Landscaping Plan, 2016/11/25
   c) Appendix 'C' – City Approved Contractors
   d) Appendix 'D' – List of Financial Obligations

2. Digital Plans / Drawings

The Owner agrees to deposit a digital version of all plans and drawings and any subsequent approved amendments that form part of this Agreement including all as constructed plans and drawings with the Corporation in a format that is acceptable to the Corporation (e.g., Auto CAD Map 2000, PDF, etc.) with the signed copies of the Agreement. Any subsequent approved amendments to the plans and drawings shall be deposited in paper and digital format with the Development and Community Services Department prior to the completion of the development.

The Owner covenants and agrees to construct all buildings, structures, works, services and facilities required under this Agreement in accordance with the above-referenced plans and drawings.
3. **Conformity with Agreement**

The Owner covenants and agrees that no work shall be undertaken or performed on the Lands except in accordance with the terms of this Agreement (including the schedules attached herewith), the approved Site Plan, all other plans and specifications submitted to and accepted by the Municipality and by such other agencies or approval authorities as may be applicable.

4. **Entrances**

The entrance to the Lands shall be in the location as shown on plans and drawings detailed in the appendices. The entrance shall be designed and constructed in accordance with City standards and as shown on plans and drawings detailed in the appendices.

5. **Off-street Parking**

Off-street parking shall be provided by the Owner at his own expense for the proposed development in accordance with the requirements of the Zoning By-law in effect, as amended, at the time of application for building permit. The parking layout shall be in accordance with plans and drawings detailed in the appendices.

The Owner shall take into consideration all existing municipal parking by-laws in order to ensure adequate parking is available for all users of the development.

6. **Maintenance and Removal of Snow**

a) The Owner shall be responsible for the maintenance of and removal of snow from the sidewalks/walkways within the development and from all aisle ways and parking areas.

b) Snow shall not be stored on the property in a manner that interferes with vehicular, pedestrian traffic or obstructs the sightlines of 9.0 metres for entrance and intersections.

c) Snow shall not be stored in the parking or loading areas so as to reduce the number of parking spaces or loading areas.

d) Snow shall not be stored on the property in any manner which will adversely affect adjacent properties.

e) Snow shall not be removed from the property and placed on the right-of-way for any roadway.

f) The entrances and exits shall be maintained in such a manner as to provide proper visibility when exiting from the development.

7. **Internal Walkways**

The Owner shall construct and maintain at his own expense unobstructed internal walkways within the said Lands as shown on plans and drawings detailed in the appendices. All internal walkways shall be designed so they are accessible to persons with a disability.

8. **Lighting**

The Owner agrees to design light standards, fixtures and illumination devices to adequately illuminate the Lands but to also prevent the spread of light onto other properties or onto public highways.
9. Signs

All signs on the buildings shall be facia signs. The pylon signs shall be in the location as shown on plans and drawings detailed in the appendices.

The Owner shall be responsible to install appropriate signage and markings to ensure safe vehicular and pedestrian movements on the property (i.e. stop signs, turning arrows, parking signs, stop bars, one-way directional signs, etc.)

10. Landscaping

The Owner agrees to provide the landscaping on the Lands as shown on plans and drawings detailed in the appendices. The plans shall show the existing and proposed plantings. The Owner further agrees to maintain the landscaped area in an attractive manner, which includes the reinstatement of plantings that do not survive.

11. Sanitary Sewers

Sanitary sewer mains to serve the development as shown on the appendices shall be constructed to and within the development, at the Owner’s expense, in accordance with the standards and requirements of the Corporation as set out in the Manual of Engineering Procedures in Subdivisions and the best practices, standards and requirements as set out in the Manual of Engineer Procedures in Subdivisions and the Corporation’s current standards for road construction in the IEP.

All sanitary sewers and appurtenances constructed within the development shall be private lines, shall be constructed in accordance with the Corporation’s standards, at the Owner’s expense, and shall be maintained from the building to the main line (which includes the manhole where the connection to the municipal line occurs) to the satisfaction of the Corporation by the Owner at his own expense. The sanitary sewer connection shall be as shown on plans and drawings detailed in the appendices.

The Owner agrees that any work on the City’s sanitary sewer system (within the right-of-way) shall be coordinated with Public Utilities. Such work shall be supervised on a full-time basis by a third party (consultant) and shall be performed in accordance to the City of Timmins Engineering Standards.

The Owner agrees to secure and cap any abandoned sewer services to the satisfaction of the Public Utilities Manager. Such work shall be visually inspected or photographed prior to backfilling.

The Owner agrees to provide sanitary sewer design flows for the development.

Further, the Owner agrees that the sanitary sewers shall be constructed, flushed, videotaped at the expense of the Owner and approved by the Corporation prior to discharging to the City’s sanitary sewer system.

The Owner agrees that any applicable Ministry of the Environment (MOE) certificates and/or approvals shall be obtained by the Owner and submitted to the City of Timmins.

12. Storm Sewers and Surface Drainage

A storm drainage system shall be installed on the Lands to drain into a properly installed drainage system with proper catch basins connected to the municipal storm sewer system and the grades and drainage facilities shall be so established as to provide roof water into the internal system, to implement and maintain an on-site storm water management system to limit storm run-off from the site to a preddevelopment rate of flow. The storm sewer drainage system within the development shall be in accordance with the standards and specifications currently being used in the Corporation for storm drainage systems. The storm drainage system shall be as shown in the appendices. The detailed engineering drawings of the storm sewer system and on site storm water management system shall be approved by the City Engineer.
The Owner shall prepare a detailed lot-grading plan to ensure that the storm drainage is acceptable to the Corporation. Such lot-grading plan must be approved by the Corporation prior to the issuance of any building permit for the development and shall conform to the grading plan set out in the appendices. Further, the Owner agrees to provide a digital final as built lot grading plan including lot grades certified by a qualified professional.

The Owner agrees that any work on the City's storm sewers and surface drainage system (within the right-of-way) shall be coordinated with Public Utilities. Such work shall be supervised on a full time basis by a third party (consultant) and shall be performed in accordance to the City of Timmins Engineering Standards.

13. Watermains

Watermains for both fire and domestic purposes, as required for the development and as shown in the appendices, shall be constructed in accordance with the requirements and standards of the Corporation as stated in the Manual of Engineering Procedures in Subdivisions and the Corporation's current standards for construction of roads in the IEP.

The watermains and appurtenances within the development shall be private lines, shall be constructed by the Owner at his own expense and shall be maintained in the approved condition by the Owner at his own expense. The water meter for the new building shall be approved by Public Utilities.

The Owner agrees that any work on the City's watermains (within the right-of-way) shall be coordinated with Public Utilities. Such work shall be supervised on a full time basis by a third party (consultant) and shall be performed in accordance to the City of Timmins Engineering Standards.

The Owner agrees to remove abandoned water services to the satisfaction of the Public Utilities Manager. Such work shall be visually inspected or photographed prior to backfilling.

Adequate water supply for fire protection shall be provided as set out in the Ontario Building Code. The fire hydrants shall only be used for fire-fighting purposes and for regular maintenance. All water used on site for any activities excluding fire-fighting purposes shall be metered.

The Owner agrees that any applicable Ministry of the Environment (MOE) certificates and/or approvals shall be obtained by the Owner and submitted to the City of Timmins.

14. Municipal Connection Fees

That the Owner will be required to pay connection fees to the City of Timmins Engineering Department, in order to receive the formal approval from the City of Timmins to connect to the City watermain, storm and sanitary sewers as per the development. The Owner agrees that payment for the new connections will be completed prior to the issuance of a building permit.

15. Repairs to City Streets / Infrastructure

The Owner agrees to undertake at his own expense all repairs to City streets including boulevards and sidewalks as a result of the installation of services and other works contemplated by this Agreement. Such repairs to the streets shall be completed in accordance with the City standards for such work and to the satisfaction of the City Engineer.

The Owner agrees to provide signage and traffic control amenities where required. The Owner agrees that any road closure relating to the development of the Lands shall be coordinated with the Department of Public Works and shall require a Street Occupancy Permit along with the payment of the applicable fee (Engineering Department, City Hall).
The Owner agrees to provide, at the Owner’s expense, full time inspection and quality control when infrastructure work on the City of Timmins right-of-way is required.

16. Garbage Collection Areas

Garbage collection areas within the Lands shall be properly and adequately screened from abutting properties and streets by appropriate buffers, screens or pressure treated wood fences. The Owner agrees to provide screening if required.

The Owner agrees to make arrangements with a private waste disposal company for garbage collection and recyclables. The Owner further agrees that all recycling shall be carried out in accordance with the City’s Waste Management By-law for recycling.

17. Utilities

The Owner shall be responsible for all utilities (hydro, natural gas, telephone, cable, etc.) and shall receive approval from the Corporation before trenching within the right-of-way is performed.

18. Performance Guarantee & Financial Obligations

Except as provided herein, the Owner agrees, prior to the issuance of a full building permit for the development, to deposit with the Corporation a Letter of Credit in an amount sufficient to cover 25% of all on site works, including, but not necessarily limited to, the entrance improvements, watermain, sanitary sewers, parking areas, pavement and the landscaping, and 100% of any off-site works required by this Agreement which are not completed at the date of issuance of such permit. The estimated costs of the works, as shown on attached Appendix ‘D’ must be based on current contract prices within the City and be approved by the Corporation. For any off-site works involving municipal infrastructure, the Owner agrees to utilize contractors approved by the Corporation as identified in Appendix ‘C’.

Once the work(s) are completed, the Owner’s Professional Engineer shall provide a certified report indicating the completed works and any outstanding works and associated values outlined in the ‘List of Financial Obligations’ (Appendix ‘D’) for review by the Corporation as part of the request for the City to make an inspection of the work(s) related to the letter of credit releases. The Corporation agrees to make its best efforts to carry out the inspection of the work(s) within thirty (30) calendar days, the exception being that some work(s) cannot be appropriately inspected during the winter months. Upon the work being inspected and certified complete by the City Engineer, the City Engineer will authorize the release of the Letter of Credit associated with the completed works. Further, the remaining Letter of Credit shall be released thirty (30) days after the issuance of the Certificate of Final Completion and Acceptance.

19. Commencement of Construction

The Owner agrees that no construction on the development shall commence until all plans, as required by the Ontario Building Code Act and Regulations and this Agreement, are received and approved by the Corporation. All plans shall be complete in all respects and approved prior to the issuance of any building permit for the project. Notwithstanding the above, partial and/or conditional building permits may be issued at the discretion of the City’s Chief Building Official. If changes to the approved plans are required, the Owner agrees to submit revised plans showing the changes. The Owner further agrees that no work, with respect to such changes, shall be commenced until the revised plans are approved by the Corporation.

20. Minor Amendments

The following modifications may be made on the consent of all parties to the Site Plan that forms part of this Agreement by means of a notation of the change on the Site Plan and the signatures of the Director of Development and
Community Services and the Owner or their authorized agents provided the modifications meet the requirements of the City's Zoning By-law.

Minor alterations to the parking and access areas including the addition deletion or relocation of parking spaces, curbs, sidewalks, fencing, landscaped areas, garbage enclosure and the standards and details shown on the Site Plan should be circulated to the City for approval.

A record of all changes made under this Clause shall be maintained in the Corporation's Site Plan Control file for the Lands. In the event of differences between the document registered against the Lands and the Corporation's Site Plan Control file, the Corporation's file shall govern and is binding upon successors in title.

21. Appendices

That Appendices 'A', 'B', 'C' and 'D' shall form part of this Agreement.

22. Agreement Binding

This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and assigns.

23. Registration of Agreement

This Agreement shall be registered against the Lands covered by this Agreement at the Owner's cost and the City is entitled to and shall enforce the provisions thereof against the Owner and subject to the provisions of the Land Titles Act, all subsequent owners of the Lands.

IN WITNESS THEREOF the parties have hereto executed this Agreement.

SIGNED, SEALED AND DELIVERED
This 9th day of January, 2017.

OWNER

Veronica Nicholson
Timmins Native Friendship Centre
179 Kirby Avenue
Timmins, Ontario
P4N 1K1

CORPORATION

MAYOR Steve Black

CLERK S. Palmateer
APPENDIX 'A'

The Lands Covered by this Agreement

Part of the Northwest ¼ of the South ½ of Lot 12, Concession 2,
Plan 6R-8929, Part 2, Township of Tisdale, City of Timmins, District of Cochrane
C01: Siteplan and Landscaping Plan, 2016/11/25
### CITY OF TIMMINS

#### APPROVED CONTRACTORS LIST

**WATER & SEWER**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address 1</th>
<th>Address 2</th>
<th>City</th>
<th>Province</th>
<th>Phone</th>
<th>Fax</th>
<th>Email 1</th>
<th>Email 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aecon Mining Inc.</td>
<td>P.O. Box 912, 3620 Hwy 101 West</td>
<td>Timmins, ON P4N 7H1</td>
<td></td>
<td></td>
<td>705-268-2106</td>
<td>705-268-2541</td>
<td><a href="mailto:kmattson@aecon.com">kmattson@aecon.com</a></td>
<td><a href="mailto:bsampson@aecon.com">bsampson@aecon.com</a></td>
</tr>
<tr>
<td>C. Villeneuve Construction Co. Ltd.</td>
<td>P.O. Box 1720, 1533 Hwy 11 West</td>
<td>Hearst, ON P0L 1N0</td>
<td></td>
<td></td>
<td>705-372-1838</td>
<td>705-372-1928</td>
<td>charlesvilleneuve.on.ca</td>
<td></td>
</tr>
<tr>
<td>Corun Equipment Inc.</td>
<td>150 Jaguar Drive</td>
<td>Timmins, ON P4N 7C3</td>
<td></td>
<td></td>
<td>705-267-1280</td>
<td>705-360-3534</td>
<td><a href="mailto:jtheriault@corun.com">jtheriault@corun.com</a></td>
<td><a href="mailto:gilles.bolleau@interpaving.com">gilles.bolleau@interpaving.com</a></td>
</tr>
<tr>
<td>John Delost Construction Ltd.</td>
<td>28 Delost Ave.</td>
<td>Chelmsford, ON P0N 1G0</td>
<td></td>
<td></td>
<td>705-360-1100</td>
<td>705-360-1101</td>
<td><a href="mailto:john@delost.ca">john@delost.ca</a></td>
<td><a href="mailto:mascioliconst@nt.net">mascioliconst@nt.net</a></td>
</tr>
<tr>
<td>Northtec Construction Inc.</td>
<td>2401 Airport Road</td>
<td>Timmins, ON P4N 7C3</td>
<td></td>
<td></td>
<td>705-531-3370</td>
<td>705-531-3373</td>
<td><a href="mailto:greg.vaillancourt@northec.ca">greg.vaillancourt@northec.ca</a></td>
<td><a href="mailto:mperello@nseg.ca">mperello@nseg.ca</a></td>
</tr>
<tr>
<td>R.M. Belanger Limited</td>
<td>100 Radisson Avenue</td>
<td>Chelmsford, ON P0M 1L0</td>
<td></td>
<td></td>
<td>705-855-4555</td>
<td>705-855-3014</td>
<td><a href="mailto:martin@belangerconstruction.ca">martin@belangerconstruction.ca</a></td>
<td></td>
</tr>
</tbody>
</table>

*Updated: December 2016 (Public Utilities-Water & Sewer)*
APPENDIX 'D'

List of Financial Obligations

ON-SITE WORK

EARTHWORKS

Excavation for Parking Lot = 327m³ @ $10.00/m³ = $3,270.00

ROAD CONSTRUCTION

Granular “A” Type I (150mm) = 726m² = 240 tonnes @ $18.00/tonne = $4,320.00

Asphalt (50mm) = 670m² = 74 tonnes @ $225.00/tonne = $16,650.00

Concrete Curb = 112m @ $115.00/m = $12,880.00

10-plex Concrete Sidewalk = 78m² @ $115.00/m² = $8,970.00

8-plex Concrete Sidewalk = 80m² @ $115.00/m² = $9,200.00 (Phase II)

STORM SEWER

300mm Dia. PVC Storm Sewer = 19m @ $210.00/m = $3,990.00

Single Catchbasin = 1 unit @ $1,700.00 ea. = $1,700.00

125mm Dia. PVC Storm Service to 8-plex = 10m @ $150.00/m = $1,500.00

125mm Dia. PVC Storm Service to 10-plex = 30m @ $150.00/m = $4,500.00

SANITARY SEWER

125mm Dia. PVC Sanitary Service to 10-plex = 8m @ $175.00/m = $1,400.00

125mm Dia. PVC Sanitary Service to 8-plex = 8m @ $175.00/m = $1,400.00 (Phase II)

WATERMAIN

38mm Dia. Water Service to 10-plex = 8m @ $85.00/m = $680.00
38mm Dia. Water Service to 8-plex= 8m @ $85.00/m = $680.00 (Phase II)

MISCELLANEOUS

100mm of Topsoil and Sod= 645m\(^2\) @ $10.00/m\(^2\)= $6,450.00 (Phase I)

100mm of Topsoil and Sod= 584m\(^2\) @ $10.00/m\(^2\)= $5,840.00 (Phase II)

Place New Turfstone= 95m\(^2\) @ $35.00/m\(^2\)= $3,325.00 (Phase I)

Place New Turfstone= 30m\(^2\) @ $35.00/m\(^2\)= $1,050.00 (Phase II)

Remove Chainlink Fence= 160m @ $16.00/m= $2,560.00

Reinstall Chainlink Fence= 21m @ $28.00/m= $588.00

Install New Wood Fence= $2,000.00 lump sum

Line Painting= 102m @ $2.00/m= $204.00

Two Handicapped Symbols= $400.00 lump sum

Landscaping= $1,000.00 lump sum (Phase I)

Landscaping= $1,000.00 lump sum (Phase II)

Total Cost for On-Site Work (Phase I)= $76,387.00

Total Cost for On-Site Work (Phase II)= $19,170.00

Total Cost for On-Site Work (Phase I and II)= $95,557.00

OFF-SITE WORK

EARTHWORKS

Excavation= 13m\(^3\) @ $10.00/m\(^3\)= $130.00

ROAD CONSTRUCTION

Granular "A" Type I (150mm)= 110m\(^2\)= 36 tonnes @ $18.00/tonne= $648.00

Granular "A" Type I (150mm)= 89m\(^2\)= 30 tonnes @ $18.00/tonne= $540.00 (Phase II)
Granular "B" Type I (750mm)= 110m² = 181 tonnes @ $14.00/tonne = $2,534.00
Granular "B" Type I (750mm)= 89m² = 147 tonnes @ $14.00/tonne = $2,058.00 (Phase II)
Asphalt (50mm)= 25m² = 3 tonnes @ $225.00/tonne = $675.00
Asphalt (90mm)= 110m² = 22 tonnes @ $225.00/tonne = $4,950.00
Asphalt (90mm)= 89m² = 18 tonnes @ $225.00/tonne = $4,050.00 (Phase II)
Remove Asphalt= 110m² @ $7.00/m² = $770.00
Remove Asphalt= 89m² @ $7.00/m² = $623.00 (Phase II)
Grind Asphalt= $100.00 lump sum
Grind Asphalt= $100.00 lump sum (Phase II)
Concrete Curb= 7m @ $115.00/m = $805.00
Remove Concrete Sidewalk= 16m² @ $15.00/m² = $240.00 (Phase I)
Concrete Sidewalk= 16m² @ $115.00/m² = $1,840.00 (Phase I)
Remove Concrete Sidewalk= 10m² @ $15.00/m² = $150.00 (Phase II)
Concrete Sidewalk= 10m² @ $115.00/m² = $1,150.00 (Phase II)

**STORM SEWER**

300mm Dia. PVC Storm Sewer= 15m @ $210.00/m = $3,150.00
1.2m Dia. Manhole= 1 unit @ $3,800.00 ea. = $3,800.00

Connect Manhole to Existing Storm Sewer= $1,000.00 lump sum

**SANITARY SEWER**

125mm Dia. PVC Sanitary Service to 10-plex= 13m @ $175.00/m = $2,275.00
125mm Dia. PVC Sanitary Service to 8-plex= 14m @ $175.00/m = $2,450.00 (Phase II)

Connect Service to Existing Sanitary Sewer for 10-Plex= 1 @ $1,000.00 lump sum= $1,000.00
Connect Service to Existing Sanitary Sewer for 8-Plex = 1 @ $1,000.00 lump sum = $1,000.00 (Phase II)

WATERMAIN

38mm Dia. Water Service to 10-plex = 5m @ $85.00/m = $425.00

38mm Dia. Water Service to 8-plex = 14m @ $85.00/m = $1,190.00 (Phase II)

Connect Service to Existing Watermain for 10-Plex = 1 @ $1,000.00 lump sum = $1,000.00

Connect Service to Existing Watermain for 8-Plex = 1 @ $1,000.00 lump sum = $1,000.00 (Phase II)

MISCELLANEOUS

100mm of Topsoil and Sod = 92m² @ $10.00/m² = $920.00 (Phase I)

100mm of Topsoil and Sod = 98m² @ $10.00/m² = $980.00 (Phase II)

Place New Turfstone = 26m² @ $35.00/m² = $910.00 (Phase I)

Place New Turfstone = 19m² @ $35.00/m² = $665.00 (Phase II)

Total Cost for Off-Site Work (Phase I) = $27,172.00

Total Cost for Off-Site Work (Phase II) = $15,956.00

Total Cost for Off-Site Work = $43,128.00

Total Cost = $138,685.00
BEING A BY-LAW to authorize the Corporation of the City of Timmins to enter into an Agreement with the Timmins Native Friendship Centre respecting the development of lands municipally known as 180 Kimberly Avenue.

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READ a first and second time this 9th day of January, 2017.

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CERTIFIED TRUE COPY
OF BY-LAW NO. 2017-7965

MAYOR STEVE BLACK

CLERK S. PALMATEER
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between:

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P4N 1K1

hereinafter called the "Owner" of the First Part

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NOW THEREFORE THIS AGREEMENT WITNESSETH THAT the parties hereto mutually covenant and agree as follows:

1. Approved Plans and Drawings

The City has approved the following plans and drawings that forms Appendix 'B', 'C' and 'D' to this Agreement and shall be on file in the office of the City Clerk. The appendices show the following information and re-identified as follows:

   a) Appendix 'A' — The Lands Covered by this Agreement
   b) Appendix 'B' — C01: Siteplan and Landscaping Plan, 2016/11/25
   c) Appendix 'C' — City Approved Contractors
   d) Appendix 'D' — List of Financial Obligations

2. Digital Plans / Drawings

The Owner agrees to deposit a digital version of all plans and drawings and any subsequent approved amendments that form part of this Agreement including all as constructed plans and drawings with the Corporation in a format that is acceptable to the Corporation (e.g., Auto CAD Map 2000, PDF, etc.) with the signed copies of the Agreement. Any subsequent approved amendments to the plans and drawings shall be deposited in paper and digital format with the Development and Community Services Department prior to the completion of the development.

The Owner covenants and agrees to construct all buildings, structures, works, services and facilities required under this Agreement in accordance with the above-referenced plans and drawings.
3. **Conformity with Agreement**

The Owner covenants and agrees that no work shall be undertaken or performed on the Lands except in accordance with the terms of this Agreement (including the schedules attached herewith), the approved Site Plan, all other plans and specifications submitted to and accepted by the Municipality and by such other agencies or approval authorities as may be applicable.

4. **Entrances**

The entrance to the Lands shall be in the location as shown on plans and drawings detailed in the appendices. The entrance shall be designed and constructed in accordance with City standards and as shown on plans and drawings detailed in the appendices.

5. **Off-street Parking**

Off-street parking shall be provided by the Owner at his own expense for the proposed development in accordance with the requirements of the Zoning By-law in effect, as amended, at the time of application for building permit. The parking layout shall be in accordance with plans and drawings detailed in the appendices.

The Owner shall take into consideration all existing municipal parking by-laws in order to ensure adequate parking is available for all users of the development.

6. **Maintenance and Removal of Snow**

a) The Owner shall be responsible for the maintenance of and removal of snow from the sidewalks/walkways within the development and from all aisle ways and parking areas.

b) Snow shall not be stored on the property in a manner that interferes with vehicular, pedestrian traffic or obstructs the sightlines of 9.0 metres for entrance and intersections.

c) Snow shall not be stored in the parking or loading areas so as to reduce the number of parking spaces or loading areas.

d) Snow shall not be stored on the property in any manner which will adversely affect adjacent properties.

e) Snow shall not be removed from the property and placed on the right-of-way for any roadway.

f) The entrances and exits shall be maintained in such a manner as to provide proper visibility when exiting from the development.

7. **Internal Walkways**

The Owner shall construct and maintain at his own expense unobstructed internal walkways within the said Lands as shown on plans and drawings detailed in the appendices. All internal walkways shall be designed so they are accessible to persons with a disability.

8. **Lighting**

The Owner agrees to design light standards, fixtures and illumination devices to adequately illuminate the Lands but to also prevent the spread of light onto other properties or onto public highways.
9. Signs

All signs on the buildings shall be facia signs. The pylon signs shall be in the location as shown on plans and drawings detailed in the appendices.

The Owner shall be responsible to install appropriate signage and markings to ensure safe vehicular and pedestrian movements on the property (i.e. stop signs, turning arrows, parking signs, stop bars, one-way directional signs, etc.)

10. Landscaping

The Owner agrees to provide the landscaping on the Lands as shown on plans and drawings detailed in the appendices. The plans shall show the existing and proposed plantings. The Owner further agrees to maintain the landscaped area in an attractive manner, which includes the reinstatement of plantings that do not survive.

11. Sanitary Sewers

Sanitary sewer mains to serve the development as shown on the appendices shall be constructed to and within the development, at the Owner’s expense, in accordance with the standards and requirements of the Corporation as set out in the Manual of Engineering Procedures in Subdivisions and the best practices, standards and requirements as set out in the Manual of Engineering Procedures in Subdivisions and the Corporation’s current standards for road construction in the IEP.

All sanitary sewers and appurtenances constructed within the development shall be private lines, shall be constructed in accordance with the Corporation’s standards, at the Owner’s expense, and shall be maintained from the building to the main line (which includes the manhole where the connection to the municipal line occurs) to the satisfaction of the Corporation by the Owner at his own expense. The sanitary sewer connection shall be as shown on plans and drawings detailed in the appendices.

The Owner agrees that any work on the City’s sanitary sewer system (within the right-of-way) shall be coordinated with Public Utilities. Such work shall be supervised on a full-time basis by a third party (consultant) and shall be performed in accordance to the City of Timmins Engineering Standards.

The Owner agrees to secure and cap any abandoned sewer services to the satisfaction of the Public Utilities Manager. Such work shall be visually inspected or photographed prior to backfilling.

The Owner agrees to provide sanitary sewer design flows for the development. Further, the Owner agrees that the sanitary sewers shall be constructed, flushed, videotaped at the expense of the Owner and approved by the Corporation prior to discharging to the City’s sanitary sewer system.

The Owner agrees that any applicable Ministry of the Environment (MOE) certificates and/or approvals shall be obtained by the Owner and submitted to the City of Timmins.

12. Storm Sewers and Surface Drainage

A storm drainage system shall be installed on the Lands to drain into a properly installed drainage system with proper catch basins connected to the municipal storm sewer system and the grades and drainage facilities shall be so established as to provide roof water into the internal system, to implement and maintain an on-site storm water management system to limit storm run-off from the site to a predevelopment rate of flow. The storm sewer drainage system within the development shall be in accordance with the standards and specifications currently being used in the Corporation for storm drainage systems. The storm drainage system shall be as shown in the appendices. The detailed engineering drawings of the storm sewer system and on site storm water management system shall be approved by the City Engineer.
The Owner shall prepare a detailed lot-grading plan to ensure that the storm drainage is acceptable to the Corporation. Such lot-grading plan must be approved by the Corporation prior to the issuance of any building permit for the development and shall conform to the grading plan set out in the appendices. Further, the Owner agrees to provide a digital final as built lot grading plan including lot grades certified by a qualified professional.

The Owner agrees that any work on the City's storm sewers and surface drainage system (within the right-of-way) shall be coordinated with Public Utilities. Such work shall be supervised on a full time basis by a third party (consultant) and shall be performed in accordance to the City of Timmins Engineering Standards.

13. Watermains

Watermains for both fire and domestic purposes, as required for the development and as shown in the appendices, shall be constructed in accordance with the requirements and standards of the Corporation as stated in the Manual of Engineering Procedures in Subdivisions and the Corporation’s current standards for construction of roads in the IEP.

The watermains and appurtenances within the development shall be private lines, shall be constructed by the Owner at his own expense and shall be maintained in the approved condition by the Owner at his own expense. The water meter for the new building shall be approved by Public Utilities.

The Owner agrees that any work on the City's watermains (within the right-of-way) shall be coordinated with Public Utilities. Such work shall be supervised on a full time basis by a third party (consultant) and shall be performed in accordance to the City of Timmins Engineering Standards.

The Owner agrees to remove abandoned water services to the satisfaction of the Public Utilities Manager. Such work shall be visually inspected or photographed prior to backfilling.

Adequate water supply for fire protection shall be provided as set out in the Ontario Building Code. The fire hydrants shall only be used for fire-fighting purposes and for regular maintenance. All water used on site for any activities excluding fire-fighting purposes shall be metered.

The Owner agrees that any applicable Ministry of the Environment (MOE) certificates and/or approvals shall be obtained by the Owner and submitted to the City of Timmins.

14. Municipal Connection Fees

That the Owner will be required to pay connection fees to the City of Timmins Engineering Department, in order to receive the formal approval from the City of Timmins to connect to the City watermain, storm and sanitary sewers as per the development. The Owner agrees that payment for the new connections will be completed prior to the issuance of a building permit.

15. Repairs to City Streets / Infrastructure

The Owner agrees to undertake at his own expense all repairs to City streets including boulevards and sidewalks as a result of the installation of services and other works contemplated by this Agreement. Such repairs to the streets shall be completed in accordance with the City standards for such work and to the satisfaction of the City Engineer.

The Owner agrees to provide signage and traffic control amenities where required. The Owner agrees that any road closure relating to the development of the Lands shall be coordinated with the Department of Public Works and shall require a Street Occupancy Permit along with the payment of the applicable fee (Engineering Department, City Hall).
16. Garbage Collection Areas

Garbage collection areas within the Lands shall be properly and adequately screened from abutting properties and streets by appropriate buffers, screens or pressure treated wood fences. The Owner agrees to provide screening if required.

The Owner agrees to make arrangements with a private waste disposal company for garbage collection and recyclables. The Owner further agrees that all recycling shall be carried out in accordance with the City's Waste Management By-law for recycling.

17. Utilities

The Owner shall be responsible for all utilities (hydro, natural gas, telephone, cable, etc.) and shall receive approval from the Corporation before trenching within the right-of-way is performed.

18. Performance Guarantee & Financial Obligations

Except as provided herein, the Owner agrees, prior to the issuance of a full building permit for the development, to deposit with the Corporation a Letter of Credit in an amount sufficient to cover 25% of all on site works, including, but not necessarily limited to, the entrance improvements, watermain, sanitary sewers, parking areas, pavement and the landscaping, and 100% of any off-site works required by this Agreement which are not completed at the date of issuance of such permit. The estimated costs of the works, as shown on attached Appendix 'D' must be based on current contract prices within the City and be approved by the Corporation. For any off-site works involving municipal infrastructure, the Owner agrees to utilize contractors approved by the Corporation as identified in Appendix 'C'.

Once the work(s) are completed, the Owner's Professional Engineer shall provide a certified report indicating the completed works and any outstanding works and associated values outlined in the 'List of Financial Obligations' (Appendix 'D') for review by the Corporation as part of the request for the City to make an inspection of the work(s) related to the letter of credit releases. The Corporation agrees to make its best efforts to carry out the inspection of the work(s) within thirty (30) calendar days, the exception being that some work(s) cannot be appropriately inspected during the winter months. Upon the work being inspected and certified complete by the City Engineer, the City Engineer will authorize the release of the Letter of Credit associated with the completed works. Further, the remaining Letter of Credit shall be released thirty (30) days after the issuance of the Certificate of Final Completion and Acceptance.

19. Commencement of Construction

The Owner agrees that no construction on the development shall commence until all plans, as required by the Ontario Building Code Act and Regulations and this Agreement, are received and approved by the Corporation. All plans shall be complete in all respects and approved prior to the issuance of any building permit for the project. Notwithstanding the above, partial and/or conditional building permits may be issued at the discretion of the City's Chief Building Official. If changes to the approved plans are required, the Owner agrees to submit revised plans showing the changes. The Owner further agrees that no work, with respect to such changes, shall be commenced until the revised plans are approved by the Corporation.

20. Minor Amendments

The following modifications may be made on the consent of all parties to the Site Plan that forms part of this Agreement by means of a notation of the change on the Site Plan and the signatures of the Director of Development and
Community Services and the Owner or their authorized agents provided the modifications meet the requirements of the City’s Zoning By-law.

Minor alterations to the parking and access areas including the addition, deletion or relocation of parking spaces, curbs, sidewalks, fencing, landscaped areas, garbage enclosure and the standards and details shown on the Site Plan should be circulated to the City for approval.

A record of all changes made under this Clause shall be maintained in the Corporation’s Site Plan Control file for the Lands. In the event of differences between the document registered against the Lands and the Corporation’s Site Plan Control file, the Corporation’s file shall govern and is binding upon successors in title.

21. Appendices

That Appendices ‘A’, ‘B’, ‘C’ and ‘D’ shall form part of this Agreement.

22. Agreement Binding

This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and assigns.

23. Registration of Agreement

This Agreement shall be registered against the Lands covered by this Agreement at the Owner’s cost and the City is entitled to and shall enforce the provisions thereof against the Owner and subject to the provisions of the Land Titles Act, all subsequent owners of the Lands.

IN WITNESS THEREOF the parties have hereto executed this Agreement.

SIGNED, SEALED AND DELIVERED
This 9th day of January, 2017.

OWNER

Veronica Nicholson
Timmins Native Friendship Centre
179 Kirby Avenue
Timmins, Ontario
P4N 1K1

CORPORATION

MAYOR Steve Black

CELERK'S. Palmateer
APPENDIX 'A'

The Lands Covered by this Agreement

Part of the Northwest ¼ of the South ½ of Lot 12, Concession 2,
Plan 6R-8929, Part 2, Township of Tisdale, City of Timmins, District of Cochrane
APPENDIX 'B'

C01: Siteplan and Landscaping Plan, 2016/11/25
List of City Approved Contractors

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address 1</th>
<th>Address 2</th>
<th>Phone 1</th>
<th>Phone 2</th>
<th>Fax 1</th>
<th>Fax 2</th>
<th>Contact 1</th>
<th>Email 1</th>
<th>Contact 2</th>
<th>Email 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aecon Mining Inc.</td>
<td>P.O. Box 912, 3820 Hwy 101 West</td>
<td>Timmins, ON P4N 7H1</td>
<td>705-268-2106</td>
<td>705-268-2541</td>
<td></td>
<td></td>
<td>Ken Mattson</td>
<td><a href="mailto:kmattson@aecon.com">kmattson@aecon.com</a></td>
<td>Bill Sampson</td>
<td><a href="mailto:bsampson@aecon.com">bsampson@aecon.com</a></td>
</tr>
<tr>
<td>Caron Equipment Inc.</td>
<td>150 Joggart Drive</td>
<td>Timmins, ON P4N 7C3</td>
<td>705-267-1280</td>
<td>705-360-3534</td>
<td></td>
<td></td>
<td>Joshua Therault</td>
<td><a href="mailto:jtherault@caronequipment.com">jtherault@caronequipment.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>John Delost Construction Ltd.</td>
<td>28 Delost Ave.</td>
<td>Schumacher, ON P0N 1G0</td>
<td>705-360-1100</td>
<td>705-360-1101</td>
<td></td>
<td></td>
<td>John Delost</td>
<td><a href="mailto:john@delost.ca">john@delost.ca</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Northec Construction Inc.</td>
<td>2401 Airport Road</td>
<td>Timmins, ON P4N 7C3</td>
<td>705-531-3370</td>
<td>705-531-3373</td>
<td></td>
<td></td>
<td>Greg Vaillancourt</td>
<td><a href="mailto:greg.vaillancourt@northec.ca">greg.vaillancourt@northec.ca</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>R.M. Belanger Limited</td>
<td>100 Radisson Avenue</td>
<td>Chelmsford, ON P0M 1L0</td>
<td>705-855-4555</td>
<td>705-855-3014</td>
<td></td>
<td></td>
<td>Martin Belanger</td>
<td><a href="mailto:martin@belangerconstruction.ca">martin@belangerconstruction.ca</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX 'D'

List of Financial Obligations

ON-SITE WORK

EARTHWORKS

Excavation for Parking Lot= 327m³ @ $10.00/m³ = $3,270.00

ROAD CONSTRUCTION

Granular "A" Type I (150mm)= 726m² x 240 tonnes @ $18.00/tonne = $4,320.00

Asphalt (50mm)= 670m² x 74 tonnes @ $225.00/tonne = $16,650.00

Concrete Curb= 112m x $115.00/m = $12,880.00

10-plex Concrete Sidewalk= 78m² @ $115.00/m² = $8,970.00

8-plex Concrete Sidewalk= 80m² @ $115.00/m² = $9,200.00 (Phase II)

STORM SEWER

300mm Dia. PVC Storm Sewer= 19m x $210.00/m = $3,990.00

Single Catchbasin= 1 unit @ $1,700.00 ea. = $1,700.00

125mm Dia. PVC Storm Service to 8-plex= 10m x $150.00/m = $1,500.00

125mm Dia. PVC Storm Service to 10-plex= 30m x $150.00/m = $4,500.00

SANITARY SEWER

125mm Dia. PVC Sanitary Service to 10-plex= 8m @ $175.00/m = $1,400.00

125mm Dia. PVC Sanitary Service to 8-plex= 8m @ $175.00/m = $1,400.00 (Phase II)

WATERMAIN

38mm Dia. Water Service to 10-plex= 8m @ $85.00/m = $680.00
38mm Dia. Water Service to 8-plex = 8m @ $85.00/m = $680.00 (Phase II)

**MISCELLANEOUS**

- 100mm of Topsoil and Sod = 645m² @ $10.00/m² = $6,450.00 (Phase I)
- 100mm of Topsoil and Sod = 584m² @ $10.00/m² = $5,840.00 (Phase II)
- Place New Turfstone = 95m² @ $35.00/m² = $3,325.00 (Phase I)
- Place New Turfstone = 30m² @ $35.00/m² = $1,050.00 (Phase II)
- Remove Chainlink Fence = 160m @ $16.00/m = $2,560.00
- Reinstall Chainlink Fence = 21m @ $28.00/m = $588.00
- Install New Wood Fence = $2,000.00 lump sum
- Line Painting = 102m @ $2.00/m = $204.00
- Two Handicapped Symbols = $400.00 lump sum
- Landscaping = $1,000.00 lump sum (Phase I)
- Landscaping = $1,000.00 lump sum (Phase II)

**Total Cost for On-Site Work (Phase I)** = $76,387.00

**Total Cost for On-Site Work (Phase II)** = $19,170.00

**Total Cost for On-Site Work (Phase I and II)** = $95,557.00

**OFF-SITE WORK**

**EARTHWORKS**

- Excavation = 13m³ @ $10.00/m³ = $130.00

**ROAD CONSTRUCTION**

- Granular "A" Type I (150mm) = 110m² = 36 tonnes @ $18.00/tonne = $648.00
- Granular "A" Type I (150mm) = 89m² = 30 tonnes @ $18.00/tonne = $540.00 (Phase II)
Granular "B" Type I (750mm)= 110m² = 181 tonnes @ $14.00/tonne = $2,534.00
Granular "B" Type I (750mm)= 89m² = 147 tonnes @ $14.00/tonne = $2,058.00 (Phase II)
Asphalt (50mm)= 25m² = 3 tonnes @ $225.00/tonne = $675.00
Asphalt (90mm)= 110m² = 22 tonnes @ $225.00/tonne = $4,950.00
Asphalt (90mm)= 89m² = 18 tonnes @ $225.00/tonne = $4,050.00 (Phase II)
Remove Asphalt= 110m² @ $7.00/m² = $770.00
Remove Asphalt= 89m² @ $7.00/m² = $623.00 (Phase II)
Grind Asphalt= $100.00 lump sum
Grind Asphalt= $100.00 lump sum (Phase II)
Concrete Curb= 7m @ $115.00/m= $805.00
Remove Concrete Sidewalk= 16m² @ $15.00/m²= $240.00 (Phase I)
Concrete Sidewalk= 16m² @ $115.00/m²= $1,840.00 (Phase I)
Remove Concrete Sidewalk= 10m² @ $15.00/m²= $150.00 (Phase II)
Concrete Sidewalk= 10m² @ $115.00/m²= $1,150.00 (Phase II)

**STORM SEWER**

300mm Dia. PVC Storm Sewer= 15m @ $210.00/m= $3,150.00
1.2m Dia. Manhole= 1 unit @ $3,800.00 ea. = $3,800.00
Connect Manhole to Existing Storm Sewer= $1,000.00 lump sum

**SANITARY SEWER**

125mm Dia. PVC Sanitary Service to 10-plex= 13m @ $175.00/m= $2,275.00
125mm Dia. PVC Sanitary Service to 8-plex= 14m @ $175.00/m= $2,450.00 (Phase II)
Connect Service to Existing Sanitary Sewer for 10-Plex= 1 @ $1,000.00 lump sum= $1,000.00
Connect Service to Existing Sanitary Sewer for 8-Plex= 1 @ $1,000.00 lump sum= $1,000.00 (Phase II)

**WATERMAIN**

38mm Dia. Water Service to 10-plex= 5m @ $85.00/m= $425.00

38mm Dia. Water Service to 8-plex= 14m @ $85.00/m= $1,190.00 (Phase II)

Connect Service to Existing Watermain for 10-Plex= 1 @ $1,000.00 lump sum= $1,000.00

Connect Service to Existing Watermain for 8-Plex= 1 @ $1,000.00 lump sum= $1,000.00 (Phase II)

**MISCELLANEOUS**

100mm of Topsoil and Sod= 92m² @ $10.00/m²= $920.00 (Phase I)

100mm of Topsoil and Sod= 98m² @ $10.00/m²= $980.00 (Phase II)

Place New Turfstone= 26m² @ $35.00/m²= $910.00 (Phase I)

Place New Turfstone= 19m² @ $35.00/m²= $665.00 (Phase II)

**Total Cost for Off-Site Work (Phase I) = $27,172.00**

**Total Cost for Off-Site Work (Phase II) = $15,956.00**

**Total Cost for Off-Site Work = $43,128.00**

**Total Cost= $138,685.00**
January 12, 2017

Riopelle Group
85 Pine Street South
Suite 202
Timmins, Ontario
P4N 2K1

Dear Sir or Madam:

Re: By-Laws 2017-7965 - Site Plan Control Agreement - Timmins Native Friendship Centre

Attached hereto please find a certified true copy of the above by-law requiring the appropriate registration.

Once registered, please return a copy for our files.

Yours truly,

J. Chilton

STEPH PALMATEER, AMCT
City Clerk

SP/jc

Encl.