



**The Corporation of the City of Temiskaming Shores
Special Meeting of Council
Tuesday, July 23, 2019
6:00 P.M.
City Hall - New Liskeard Boardroom – 325 Farr Drive**

Agenda

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

4. **Approval of Agenda**

Draft Motion

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

5. **Declaration of Special Council Meeting**

Draft Motion

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

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

7. New Business

- a) **Memo No. 014-2019-PW – Temporary Road Closure – Golf Course Road (Bridge Rehabilitation)**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 014-2019-PW; and

That Council hereby directs staff to prepare the necessary by-law for the Temporary Road Closure of Golf Course Road from Tuesday, August 6, 2019 to November 15, 2019 to accommodate rehabilitation of the Chester Creek Bridge.

- b) **Administrative Report No. PW-022-2019 – Fleet Replacement – Acquisition of a 9m (30 ft) Transit Bus**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-022-2019;

That Council directs staff to prepare the necessary by-law and agreement with Alexander Dennis (Canada) Inc. for the purchase of a 9 m (30 ft.) Accessible Transit Bus at a cost of \$423,428 plus applicable taxes for consideration at the July 23, 2019 Special Council meeting; and

That Council approves the purchase of appurtenances for the above noted vehicle with an upset limit of \$25,000 plus applicable taxes.

- c) **Administrative Report No. PW-023-2019 – Mowat Landing Road – Resurfacing**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-023-2019;

That Council directs staff to investigate the implementation of year-round load restrictions on Mowat Landing Road;

That Council confirms the re-surfacing of Mowat Landing Road as a priority project as identified in the City's Asset Management Plan; and

That Council directs staff to proceed with the re-surfacing of Mowat Landing Road as outlined in Appendix 02 of Administrative Report No. PW-023-2019 in 2019.

d) Administrative Report No. CS-034-2019 – Occupation of Land Agreement – 484 Ferguson Avenue – Patio (L'Autochtone)

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-034-2019; and

That Council directs staff to prepare the necessary by-law and agreement with Nancy E. Cassidy and Gerald J. Brandon for occupation of land (laneway) adjacent to L'Autochtone (484 Ferguson Ave.) to accommodate and outdoor patio for consideration at the July 23, 2019 Special Council meeting.

e) Potential Provincial Impacts to 2020 Municipal Budget

8. By-laws

Draft Motion

Be it resolved that:

By-law No. 2019-117 Being a by-law to authorize the Temporary Road Closure of Golf Course Road to facilitate the rehabilitation of the Chester Creek Bridge on Golf Course Road

By-law No. 2019-118 Being a by-law to authorize a Purchase Agreement with Alexander Dennis (Canada) Inc. for a 9 m (30 ft) Accessible Transit Bus for the Temiskaming Transit Committee

By-law No. 2019-119 Being a by-law to enter into an Occupation of Land Agreement with Nancy E. Cassidy and Gerald J. Brandon to permit the use of the laneway adjacent to the 484 Ferguson Avenue – L'Autochtone

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that

By-law No. 2019-117;

By-law No. 2019-118; and

By-law No. 2019-119;

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

9. Closed Session

Draft Motion

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

- f) Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual including municipal or local board employees – Organizational Chart**

Draft Motion

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

10. Adjournment

Draft Motion

Be it resolved that City Council adjourns at _____ p.m.

Mayor – Carman Kidd

Clerk – David B. Treen

Memo

To: Mayor and Council
From: G. Douglas Walsh, CET, Director- Public Works
Date: July 23, 2019
Subject: Temporary Road Closure – Golf Course Rd (Chester Creek Bridge Rehabilitation)
Attachments: None

Mayor and Council:

Further to Administrative Report PW-016-2019 and the award of PW-RFP-001-2019, being the Golf Course Road Bridge Rehabilitation Project, we are now in a position to complete the capital work that was identified for the most westerly bridge on Golf Course Road, locally known as the Chester Creek Bridge.

In order to complete the work, the bridge and approaches will have to be closed to public traffic for a period of approximately fifteen (15) weeks, thereby making it necessary to close the roadway by by-law for that period of time. Detour routes will be established and maintained throughout the construction period.

In order to provide the public with sufficient notice, I am requesting that Council consider a by-law on July 23rd, 2019 for a closure of Golf Course Road, in the immediate construction area, from Tuesday August 6th, 2019 and extending until November 15th, 2019.

Following approval, Miller Paving Ltd. and the Public Works Dept. will advertise in the Community Bulletin, post signs at the work location and advise the local residents via hand delivered notice.

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

“Original signed by”

G. Douglas Walsh, CET
Director of Public Works

“Original signed by”

Christopher W. Oslund
City Manager

Subject: Fleet Replacement – Purchase of a
9 m (30 ft) Transit Bus

Report No.: PW-022-2019
Agenda Date: July 23, 2019

Attachments

Appendix 01: Contract Prices - Metrolinx

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-022-2019;
2. That Council directs staff to prepare the necessary by-law and agreement with Alexander Dennis (Canada) Inc. for the purchase of a 9 m (30 ft.) Accessible Transit Bus at a cost of \$423,428.00 plus applicable taxes for consideration at the July 23, 2019 Special Council meeting; and
3. That Council approves the purchase of appurtenances for the above noted vehicle with an upset limit of \$25,000.00 plus applicable taxes.

Background

In June of 2019, the Temiskaming Transit Committee, engaged the Transit Procurement Initiative (TPI) for a joint procurement with several other transit agencies in Ontario. This purchase was for the supply and delivery of 9m (30 ft) buses. In order to take advantage of incentives which include the supplier holding the above noted base price from an original tender submission from 2017, as well as extended payment terms of April 30, 2020 the Temiskaming Transit only has until July 31, 2019 to issue a Purchase Order.

Analysis

The Temiskaming Transit has applied for ICIP funding for this purchase, in which the contribution from the Temiskaming Transit will only be 26.67% of all costs associated with this purchase. This represents an overall cost of \$112,928.25.

This report was presented to and discussed at the Transit Committee meeting held on June 26th 2019, with the following recommendation:

Recommendation TC-2019-014

Be it resolved that:

The Temiskaming Transit Committee hereby supports the purchase of a new transit bus with a delivery date in early 2020.

Financial / Staffing Implications

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

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

This purchase would form part of our 2020 Capital budget.

Alternatives

No alternatives where considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Mitch Lafreniere
Manager of Physical Assets

Christopher W. Oslund
City Manager

ADDENDUM NO. 4

**ATTACHMENT #1 - CONTRACT PRICES (Mandatory)
BASE BUS PRICE AND MANDATORY OPTIONS (Evaluated)**

 = Data Entry Cells

PROPOSAL NUMBER	RFP-2017-TPI-046
SUBMISSION BY	Alexander Dennis (Canada) Inc. <small>(Full Legal Name of Company or Individual)</small>
	130 Pippin Road, Unit B, Vaughan ON <small>(Address)</small>
	(905) 660-8411 <small>(Phone No.)</small>
	mark.brager@alexander-dennis.com <small>(E-mail Address)</small>
H.S.T NUMBER	813044732 <small>(H.S.T Number of Company or Individual)</small>

The table below is numbered under the "Item No." column to correspond with the following Base Year:

A. BASE YEAR (AWARD OF CONTRACT FOR ONE YEAR FROM THE DATE OF SIGNATURE OF THE MASTER AGREEMENT)

9 Metre Conventional Diesel Bus Price

					Alexander Dennis (Canada) Inc.	
PERIOD	Item No.	Detailed Description	Unit	Quantity	Contract Unit Price	Extended Total
BASE YEAR	1	9m (30 ft) Conventional Diesel Transit Bus	per bus	1.00	\$423,428.00	\$ 423,428.00
TOTAL BASE YEAR						\$ 423,428.00
13% Harmonized Sales Tax (H.S.T.) Amount						\$ 55,045.64

MANDATORY OPTIONS PRICES

- The Mandatory Option prices will be inclusive of all costs on a per unit basis for the Base Bus as proposed in the Proponent's response to Appendix A -Technical Specifications and Proponent Response Workbook.
- Proponents must ensure they provide a price for each item. A blank space will result in the Proposal being non-compliant. The price of these options will be evaluated.

10.5 Metre Conventional Diesel Bus Option Price

					Vendor Name	
PERIOD	Item No.	Detailed Description	Unit	Quantity	Contract Unit Price	Extended Total
BASE YEAR	1	10.5m (35 ft) Conventional Diesel Transit Bus	per bus	1.00	\$433,428.00	\$ 433,428.00
TOTAL BASE YEAR						\$ 433,428.00
13% Harmonized Sales Tax (H.S.T.) Amount						\$ 56,345.64

Training/Special Tools/Mandatory Options

					Alexander Dennis (Canada) Inc.	
PERIOD	Item No.	Detailed Description	Unit	Quantity	Contract Unit Price	Extended Total
BASE YEAR	1	1.3.1 Training Package. Price for operator training (8 hrs), mechanic training (40 hrs) and training aids/materials at an individual Purchaser's facility.	each	1.00	\$ 13,424.00	\$ 13,424.00
BASE YEAR	2	1.3.1 Operator Training. Price for 8 additional hours of operator training at an individual Purchaser's facility.	each	1.00	\$ 2,240.00	\$ 2,240.00

					Alexander Dennis (Canada) Inc.	
PERIOD	Item No.	Detailed Description	Unit	Quantity	Contract Unit Price	Extended Total
BASE YEAR	3	1.3.1 Mechanic Training. Price for 8 additional hours of mechanic training at an individual Purchaser's facility.	each	1.00	\$ 2,240.00	\$ 2,240.00
BASE YEAR	4	1.3.3 Special Diagnostic Equipment & Software. Price for all special diagnostic equipment (software and interface hardware) needed to maintain the bus, engine, transmission, front and rear axles, brakes, electrical system, HVAC, traction control, ABS, auxiliary heater, suspension, destination signs, etc. Attach a list with technical description and price breakdown for each item to meet the requirements of section 1.3.3 in Appendix A. Should a Purchaser require additional components, the price listed will apply.				
		Destination Sign Diagnostic & programming software and interface hardware	each	1.00	\$ 0.01	\$ 0.01
		Transmission Diagnostic software and interface hardware	each	1.00	\$ 2,067.00	\$ 2,067.00
		Engine Diagnostic software and interface hardware	each	1.00	\$ 246.00	\$ 246.00
		HVAC System Diagnostic software and interface hardware	each	1.00	\$ 0.01	\$ 0.01
		Multiplex Electrical System Diagnostic software and interface hardware	each	1.00	\$ 2,246.00	\$ 2,246.00
		Suspension System Diagnostic software and interface hardware	each	1.00	\$ 0.01	\$ 0.01
		ABS & Traction Control Diagnostic software and interface hardware	each	1.00	\$ 2,154.00	\$ 2,154.00
		Auxiliary Heater software and interface hardware	each	1.00	\$ 736.00	\$ 736.00
		Electric Cooling System software and interface hardware	each	1.00	\$ 76.00	\$ 76.00
		Other necessary equipment	each	1.00	\$ 0.01	\$ 0.01
		Panasonic Tough Book severe duty laptop computer; With all necessary software licenses and a subscription service to Cummins Insite LITE (RSGR) engine diagnostic software, (one license per laptop purchased) at no additional cost for five (5) years	each	1.00	\$ 6,840.00	\$ 6,840.00
BASE YEAR	5	1.3.4 Special Brake System Tools. Price for all special tools needed to perform safety inspection, service and maintenance of the brake systems. Any brake system tools required to perform safety inspection, service and maintenance, not offered but found to be necessary must be provided by the Supplier free of charge. Attach a list with description and price breakdown for all special brake tools for both the front and rear axle. Should a Purchaser require additional components, the price listed will apply.	per set	1.00	\$ 395.00	\$ 395.00
BASE YEAR	6	1.3.5 Special Tools. Price for all special tools required for the service and maintenance of the Bus. These will include any and all tools mentioned and/or illustrated in the maintenance and repair information/manuals, including any special front and rear axle tools for minor repair and hub rebuild. Attach a list with description and price breakdown for each special tool (exclude brake system tools in 1.3.4). Should a Purchaser require additional components, the price listed will apply.	per set	1.00	\$ 4,868.00	\$ 4,868.00
					TOTAL BASE YEAR	\$ 37,532.04
					13% Harmonized Sales Tax (H.S.T.) Amount	\$ 4,879.17

ADDENDUM NO. 4

**ATTACHMENT #2 - Optional Prices
BUS OPTIONS (Non-evaluated)**

 = Data Entry Cells

PROPOSAL NUMBER RFP-2017-TPI-046

SUBMISSION BY Alexander Dennis (Canada) Inc.
(Full Legal Name of Company or Individual)

130 Pippin Road, Unit B, Vaughan ON, phone
(905) 660-8411
(Address) (Phone No.)

mark.brager@alexander-dennis.com
(E-mail Address)

H.S.T NUMBER 813044732
(H.S.T Number of Company or Individual)

The table below is numbered, under the "Item No." column, to correspond with the following Base Year:

A. BASE YEAR (AWARD OF CONTRACT FOR ONE YEAR FROM THE DATE OF SIGNATURE OF THE MASTER AGREEMENT)

NOTE:
Prices quoted below must be within reasonable market value.
For line items where a credit is identified, a negative (-) Contract Unit Price must be inserted to reflect the amount being provided.
Please insert any additional items under Item No. 27 to 29.

						Alexander Dennis (Canada) Inc.	
PERIOD	Item No.	Section Reference	Detailed Description	Unit	Estimated Quantity	Contract Unit Price	Extended Total
BASE YEAR	1	4.2.6 Rims	Quote the differential (credit or price) per bus to provide Alcoa aluminum, hub-piloted, two-sided Durabrite finish rims, including one spare rim of each wheel size in lieu of steel rims in the base bus.	per bus	1.00	\$3,924.00	\$ 3,924.00
BASE YEAR	2	4.2.6 Rims & Tires	Quote the credit to delete spare rims and tires from the base bus.	per bus	1.00	-\$350.00	\$ (350.00)
BASE YEAR	3	4.2.6 Tires	Quote the differential (credit or price) to install Purchaser's supplied contract tires in lieu of supply/Install base bus tires.	per bus	1.00	-\$1,350.00	\$ (1,350.00)
BASE YEAR	4	4.2.6.1 Hubodometer	Price to supply and install a Veeder-Root hubodometer on the rear curbside wheel.	per bus	1.00	\$241.00	\$ 241.00
BASE YEAR	5	4.3.4.4 Oil Filtration System	Price to supply and install a Kleenoil Model KU50 bypass engine oil filtration system.	per bus	1.00		\$ -
			Price to supply and install a Spinner II bypass engine oil filtration system.	per bus	1.00		\$ -
BASE YEAR	6	4.3.4.8 Block Heater	Price to equip the engine with a 1500 watt block heater with front and rear connection points; and electrically configured such that if one point is connected to a power supply, the other point is automatically inactive.	per bus	1.00	\$0.00	\$ -
BASE YEAR	7	4.3.6.1 Transmission	Quote the differential (credit or price) per bus to provide a Voith DIWA 854.6 transmission in lieu of transmission in base.	per bus	1.00		\$ -
BASE YEAR	8	4.3.6.1 Transmission	Quote the differential (credit or price) per bus to provide a ZF-Ecolife transmission in lieu of transmission in base.	per bus	1.00		\$ -
BASE YEAR	9	4.3.6.1 Transmission	Quote the differential (credit or price) per bus to provide an Allison B300R transmission in lieu of transmission in base.	per bus	1.00	\$0.00	\$ -
BASE YEAR	10	4.4.2.1 Paint, Decals and Finish	Price to add 1 additional decal colour stripe to the base bus. Equal credit will be applied to delete 1 decal colour stripe from base bus.	per bus	1.00	\$1,028.00	\$ 1,028.00
BASE YEAR	11	4.4.2.6 Bumpers	Quote the differential (credit or price) to supply and install Romeo Rim energy absorbing front and rear bumpers in lieu of bumpers in base bus.	per bus	1.00	\$7,693.00	\$ 7,693.00
BASE YEAR	12	4.4.2.7 Bicycle Rack	Quote the credit to delete the Sportworks DL2NP bike rack, mounting bracket and dash deployment light in base bus.	per bus	1.00	-\$1,245.00	\$ (1,245.00)
			Quote differential (credit or price) to supply and install BykRak bike rack and mounting bracket and dash deployment light in lieu of Sportworks in base bus.	per bus	1.00		\$ -
BASE YEAR	13	4.4.2.9 Mirrors Exterior	Quote the differential (credit or price) to supply and install B & R mirrors in lieu of Lucenix mirrors in base bus.	per bus	1.00		\$ -
BASE YEAR	14	4.4.3.11 Dashboard and Fan	Credit to delete fan	per bus	1.00	-\$61.00	\$ (61.00)
BASE YEAR	15	4.4.4.1 Passenger Seating	Quote the differential (credit or price) for each of the following alternatives to the Aries passenger seating included in the base bus:				
			American Metro	per bus	1.00		\$ -
			American Insight	per bus	1.00		\$ -
			American Vision	per bus	1.00		\$ -

Alexander Dennis (Canada) Inc.

PERIOD	Item No.	Section Reference	Detailed Description	Unit	Estimated Quantity	Contract Unit Price	Extended Total
BASE YEAR	16	4.4.4.2 Mobility Aids (MA) Accessibility, Restraint and Securement	Quote the differential (credit or price) to supply and install the Q'POD 3-Point MA Securement System as an alternative to the securement system included in the base bus.	per bus	1.00	\$4,489.00	\$ 4,489.00

						Alexander Dennis (Canada) Inc.	
PERIOD	Item No.	Section Reference	Detailed Description	Unit	Estimated Quantity	Contract Unit Price	Extended Total
BASE YEAR	17	4.4.5.6 Driver's Seat	Quote the additional cost to add an arm rest on roadside of driver's seat.	per bus	1.00	\$264.00	\$ 264.00
BASE YEAR	18	4.4.5.7 Driver Foot Pedals	Quote the differential (credit or price) to supply and install adjustable brake and accelerator pedals, with minimum 75mm forward and rearward travel, controlled by a dash mounted, identified, toggle or rocker switch, adjustable only when the bus is stationary with the parking brake applied.	per bus	1.00		\$ -
BASE YEAR	19	4.4.6.10 Rear Door Ramp	Quote the additional cost to supply and install a powered Mobility Aid ramp loading system at the rear door (in addition to one at the front door).	per bus	1.00		\$ -
BASE YEAR	20	4.4.7.2 Driver's Side Window	Quote the differential (credit or price) for an emergency egress type window for the driver.	per bus	1.00		\$ -
BASE YEAR	21	4.4.7.3 Side Passenger Windows	Quote the differential (credit or price) for side passenger windows with laminated glazing.	per bus	1.00		\$ -
BASE YEAR	22	4.5.4 Air Conditioning	Quote the differential (credit or price) to supply and install each of the following:				
			Thermo King Athenia HVAC system (heat and cool) with IntelligAIRE III controller and X430 compressor.	per bus	1.00	\$0.00	\$ -
			Mobile Climate Control roof mounted HVAC (heat and cool) system with controller and 05G compressor.	per bus	1.00		\$ -
BASE YEAR	23	4.5.6 Driver Area Climate and Windshield Defroster	Price to supply and install an additional heater in the driver's area. Controls will allow the driver to independently adjust the climate in driver's area (including, if necessary, having an additional hot water or electrical convactor(s) along the wall, or behind the operator's seat, controlled by a manual, ¼-turn, stainless steel ball valve or switch as applicable, easily accessible by the operator).	per bus	1.00		\$ -
BASE YEAR	24	4.6.3.2 Batteries and Cables	Quote the differential (credit or price) to provide 8D wet cell lead-acid two battery system in lieu of battery system in the base bus.	per bus	1.00	\$0.00	\$ -
BASE YEAR	25	4.7.1 ITS General Provisions	Credit to delete the requirement to provide In-Vehicle ITS cables, wiring, discrete signals and mounting plates in base bus.	per bus	1.00	-\$450.00	\$ (450.00)
			Credit to delete the requirement to provide Automatic Passenger Counter system cabling, harnesses and mounting plates in base bus.	per bus	1.00	-\$300.00	\$ (300.00)
			Credit to delete the requirement to provide Surveillance System Cabling, harnesses, and connectors in base bus.	per bus	1.00	-\$250.00	\$ (250.00)
BASE YEAR	26	4.7.7.2 Rear Route Destination Sign	Credit to delete the rear route number sign in the base bus.	per bus	1.00	-\$741.00	\$ (741.00)
BASE YEAR	27	Base Bus Spare Parts Prices	Transmission Assembly (complete)	each	1.00	\$19,867.00	\$ 19,867.00
			IC Engine Assembly (complete)	each	1.00	\$20,196.00	\$ 20,196.00
			Engine Turbocharger Assembly (complete)	each	1.00	\$3,563.00	\$ 3,563.00
			Engine ECM	each	1.00	\$3,094.00	\$ 3,094.00
			Starter Motor	each	1.00	\$443.00	\$ 443.00
			Alternator	each	1.00	\$468.00	\$ 468.00
			Air Compressor	each	1.00	\$3,815.00	\$ 3,815.00
			Electric Engine Cooling Assembly	each	1.00	\$6,044.00	\$ 6,044.00
			Diesel after-treatment System (complete)	each	1.00	\$12,124.00	\$ 12,124.00
			After-treatment Electronic Control Module	each	1.00		\$ -
			Decomposition Reactor	each	1.00	\$7,932.00	\$ 7,932.00
			Front Windshield - left and right (or one piece)	each	1.00	\$1,978.00	\$ 1,978.00
			Door Motor Assembly (front & rear)	each	1.00	\$560.00	\$ 560.00
			Mobility Aid Front Ramp Assembly – complete ready-to run assembly	each	1.00	\$7,280.00	\$ 7,280.00
			Brakes - rear axle assembly (two disks c/w calipers and pads)	each	1.00	\$1,496.00	\$ 1,496.00
			Brakes - front axle assembly (two disks c/w calipers and pads)	each	1.00	\$1,482.00	\$ 1,482.00
			Power Steering Pump Assembly	each	1.00	\$395.00	\$ 395.00
			Exterior mirror assemblies (both sides)	each	1.00	\$685.00	\$ 685.00
Windshield wiper assemblies (complete with motors, shafts, linkages, mounting, brackets, & arms)	each	1.00	\$436.00	\$ 436.00			
Compartment access door keys (5/16" square key) each	each	1.00	\$9.00	\$ 9.00			
Towing Adaptor	each	1.00	\$98.00	\$ 98.00			
BASE YEAR	28						\$ -
BASE YEAR	29						\$ -
BASE YEAR	30						\$ -

Subject: Mowat Landing Road - Resurfacing

Report No.: PW-023-2019

Agenda Date: July 23, 2019

Attachments

Appendix 01: Existing Road Condition Photos

Appendix 02: Resurfacing Cost Estimate

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-023-2019;
2. That Council directs staff to investigate the implementation of year-round load restrictions on Mowat Landing Road;
3. That Council confirms the re-surfacing of Mowat Landing Road as a priority project as identified in the City's Asset Management Plan; and
4. That Council directs staff to proceed with the re-surfacing of Mowat Landing Road as outlined in Appendix 02 of Administrative Report No. PW-023-2019 in 2019.

Background

On or about April 1st, 1997 the Province of Ontario transferred approximately 3.2 kilometres of former Highway 558 to the Town of Haileybury through an order in Council. At that time a section of the roadway was deemed to be sub-standard and the Province was granted permission by the Town to enter onto the roadway and upgrade the section through a Council Resolution on August 31st, 1999. The work was completed and the name was later changed (Mowat Landing Road) to reflect the current road network identification in 2001.

At the time of the original transfer, the Town of Haileybury was provided a "one-time" funding allocation to assist with future maintenance costs for what was eventually classified as a Class 3 roadway within the roadway network. By the time amalgamation was completed funding provided for the transfer of Highway's 11B, 567 and 558 had been depleted for ongoing maintenance.

Current annual work includes culvert and ditch maintenance, pothole and surface deformation repairs, roadside maintenance and snow plowing and sanding.

It should be noted that there has been a significant increase in aggregate production in the neighboring un-organized township which has also increased the amount of heavy traffic on the roadway. Damage to the roadway surface has increased notably in the past

six months and spot repairs are no longer addressing the overall condition of the roadway.

The Public Works Department has been fielding an increasing number of calls regarding the condition of the roadway.

Analysis

Effects of Heavy traffic

Every vehicle that passes over a road causes a momentary, very small but significant deformation of the road pavement structure. The passage of many vehicles has a cumulative effect which gradually leads to pavement deformation and road surface deterioration and cracking.

The effect of heavy axle loads on roadways is more prominent than lighter duty vehicles particularly on bituminous surfaced roads. Hence, the use of maximum axle load limits can be used to assist in reducing damage during spring thaw and if desired, on a year-round basis for those roadways where the bearing capacity of sub-base fill material may not be suitable to support the traffic and prolong the life of the asphalt top.

Likewise, the effect of the heavy traffic on buried infrastructure is also dependent of the axle load and the depth to the pipes. The weight of the vehicle is transmitted downward and spreads out at an angle of about 45° for general fill material and about 49° for engineered granular material.

Previous Work

During the roadwork carried out in 1999, the design of the re-aligned portion of the roadway utilized much of the blast rock for a sub-base which was then covered with granular material as a road base. Over time this granular material has migrated into the rock, filling voids that had existed and reducing the supporting material beneath the asphalt surface.

In 2017 when the bituminous surfaced roadways within the City were scanned using the StreetScan method, the resulting Pavement Condition Index (PCI) for this roadway was estimated to be 61. (Ultimately, as a Benchmark, the City should strive to have 90% of our paved roadways with a PCI of 80 or greater.) As illustrated in the attached photographs (Appendix 01), the condition of the roadway has decreased over the past 2 years and remedial work is not improving the integrity of the driving surface.

In order to rectify the current condition of the roadway an estimate for the resurfacing of the roadway has been obtained and is attached as Appendix 02.

Considerations

While significant work on this section of roadway was not considered in the 2019 Budget process, it has become apparent that measures should be taken to ensure the safety of users.

1. The implementation of Load Restrictions on a year-round basis would assist in reducing the significant damage being caused by the commercial activities beyond the City limits which use the roadway for access. There are currently 3 or 4 aggregate sources located on Crown Land to the west of Firstbrooke Line, being mined by companies located within the City.
2. The implementation of “Road Use Permits” may be considered as an approval process for Commercial type activities which are located outside the municipal boundaries but utilize the city’s roadways for access. Staff are currently investigating the process used by a municipality in north-western Ontario.
3. Continue to utilize the current methods of repair until such time that roadway can be re-surfaced. Additional resources may be required.
4. Pulverize the existing roadway surface and place additional granular material on the driving surface as an interim measure. This will increase the need for additional grading and dust suppression until such time that a bituminous surface can be placed.
5. Complete the resurfacing of the 3.2 kilometres of roadway as outlined in Appendix 02. This will require Council approval of an un-budgeted project in 2019.
6. Include the work on Mowat Landing Road as a priority project in the 2020 Budget process.

Relevant Policy / Legislation / City By-Law

- O. Reg. 239 02, Minimum Maintenance Standards
- By-Law No. 2017-015, Procurement Policy, Section 10.10 (ii) Sole Sourcing

Asset Management Plan Reference

Section 6.4.1 Priority Renewal / Rehabilitation Activities – 6.4.1.4 Road Network

Consultation / Communication

Administrative Report PW-023-2019, dated July 23rd, 2019

Financial / Staffing Implications

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

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

The estimate for the work required to re-surface Mowat Landing Road from Highway 11 to Firstbrooke Line is approximately \$272,070.00 plus applicable taxes.

There was no consideration for the work outlined in the above report included in the 2019 Budget, therefore in order to complete any work on Mowat Landing Road in 2019, funding for the project would have to be drawn from available reserve funds.

Alternatives

See the “Considerations” portion of the Analysis Section above.

Submission

Prepared by:

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

“Original signed by”

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

**Appendix 01
PW-023-2019
August 13, 2019**







MILLER PAVING NORTHERN

704024 Rockley Road, Box 248, New Liskeard, ON, P0J 1P0
Phone: (705) 647-4331 Fax: (705) 647-3611

July 10, 2019

BUDGET QUOTATION
Mowat's Landing Road – Temiskaming Shores
Pulverize, Granular A, Double Surface Treatment

To: Doug Walsh, Director, Public Works

Item	Description	Unit	Quantity	Unit Price	Total
1	Pulverizing, Shaping, and Compaction	m2	22,400	\$ 1.95	\$ 43,680.00
2	Granular A	tonne	2,500	\$ 25.50	\$ 63,750.00
3	Double Surface Treatment	m2	22,400	\$ 7.35	\$ 164,640.00
				Sub-Total	\$ 272,070.00

Terms and Conditions:

1. Pulverize 100mm, grade and compact.
2. Supply, place and compact 50mm thick Granular A
3. Supply and Place Double Surface Treatment
4. All traffic control included.
5. HST not included.

Thank You,

Britt Herd, Sr. Manager – Estimating, Northern Group,
Miller Paving Limited

Subject: Occupation of Land Agreement - 484
Ferguson Avenue (L'Autochtone)

Report No.: CS-034-2019
Agenda Date: July 23, 2019

Attachments

Appendix 01: Proposed Patio

Appendix 02: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-028-2019; and
2. That Council directs staff to prepare the necessary by-law and agreement with Nancy E. Cassidy and Gerald J. Brandon for occupation of land (laneway) adjacent to L'Autochtone (484 Ferguson Ave.) to accommodate and outdoor patio for consideration at the July 23, 2019 Special Council meeting.

Background

At the June 5, 2018 Regular Council meeting Council considered Administrative Report CS-022-2018 and adopted By-law No. 2018-099 at the June 19, 2018 Regular Council meeting. By-law No. 2018-099 is a by-law to enter into an encroachment agreement with Nancy E. Cassidy and Gerald J. Brandon owners of 484 Ferguson Avenue (L'Autochtone) recognizing encroachment of the eaves, swing of exit door, kitchen exhaust fan and interlocking stone walkway into the laneway.

Administrative Report CS-022-2018 resulted in the above noted encroachment, but also outlined that Mr. Brandon would like to consider an outdoor patio area within the laneway at some point. Mr. Brandon is now seeking an agreement to permit the outdoor patio.

Analysis

Appendix 01 – Proposed Patio illustrates the general design of the outdoor patio. The patio will be at an elevation equivalent to the entrance of the side door with a 45" wide accessible ramp down to the sidewalk on Ferguson Avenue. Mr. Brandon proposes to build all components of the patio in small sections which would allow for removal in the event that any maintenance or repairs to underground utilities are required.

Mr. Brandon attended the July 9, 2019 Regular Council meeting subsequent to the Corporate Services Committee requesting that staff develop a policy for use of municipal land prior to consideration of this proposal. Based on Mr. Brandon's

presentation, Council requested that staff investigate the proposal again and bring the matter forward at the July 23, 2019 Special Council meeting.

Internal department comments were as follows:

Building Dept.: No issues, CBO has been in discussions with Mr. Brandon in regards to changing use from a Class E to a Class A2 which would increase occupant load from 30 persons to 50 persons.

PW: There is a catchbasin within the laneway outside of the footprint of the proposed patio area. There are other underground utilities within laneway (gas, hydro, phone). Provided the components of the patio are removable foresee no objections.

Planning Dept.: Provided the installations (ground level) are temporary in nature, the Planning Department does not have any concerns.

Fire Dept.: The established occupant load for the interior restaurant cannot be exceed other than where patio occupants enter the building for reasons of convenience such as to use restrooms or access interior services or for the purpose of exiting the premises. An approved Fire Safety plan is required that includes the outdoor patio.

Recreation: This area is not used for recreational purposes at this time.

The various utilities that have underground services within the laneway were contacted and generally speaking did not have an issue with the development of a patio. There would have been objection if the City had been considering the sale of the laneway. In the event that repairs/maintenance are required they are obligated to restore the area back to its original state at the time of the repairs/maintenance was initiated – the fact that the patio is in components would assist.

Appendix 02 – Draft Agreement contains provisions outlining that L'Autochtone would be responsible, at their expense, to remove and restore any amenities associated with the agreement in the event any underground infrastructure (gas, hydro) requires access for upgrades, repair and/or maintenance. There were also concerns raised with respect to the patio being licenced and the liability to the City. The Alcohol and Gaming Commission of Ontario is willing to consider and application for a Liquor Licence and requires that Mr. Brandon have a legal agreement for the establishment of the patio with the City. The draft agreement also requires Mr. Brandon retain liability insurance with respect to the operation of the patio.

It is recommended that an annual fee for occupation of land be established at \$1,200. It is understandable that the patio would likely not be usable during the winter months; however, it would be difficult to impose a monthly fee as the patio would be usable during some months or parts thereof in one year, but not in another year, thus the use of the patio would be at the discretion of the restaurant owner.

It is recommended that Council direct staff to prepare the necessary by-law and Agreement with Nancy E. Cassidy and Gerald J. Brandon for occupation of land (laneway) adjacent to L'Autochtone (484 Ferguson Ave.) to accommodate an outdoor patio for consideration at the July 23, 2019 Regular Council meeting.

Financial / Staffing Implications

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

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

The City would be receiving an annual lease amount \$1,200.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

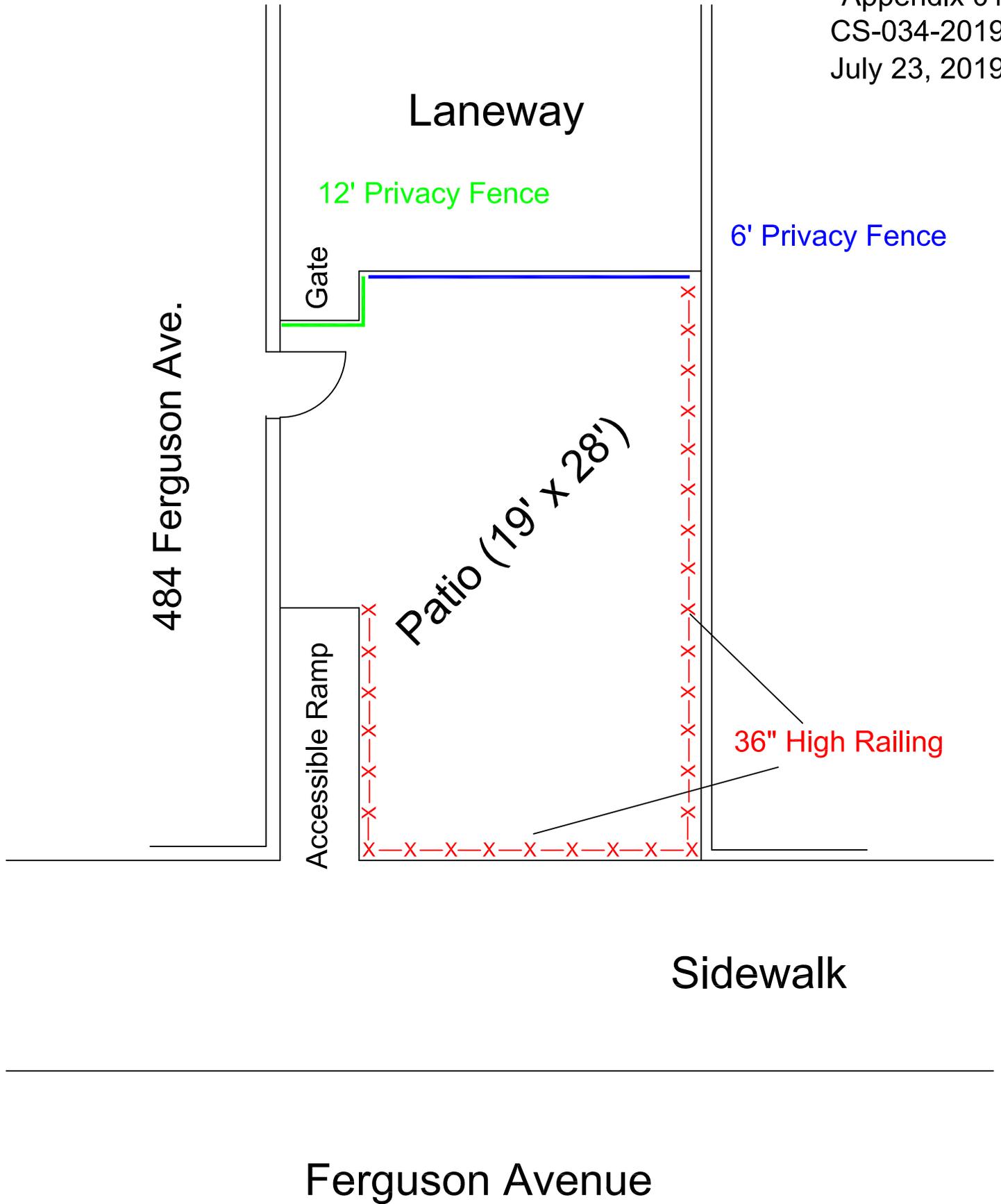
"Original signed by"

"Original signed by"

David B. Treen
Municipal Clerk

Shelly Zubyck
Director of Corporate Services

Christopher W. Oslund
City Manager



The Corporation of the City of Temiskaming Shores

By-law No. 2019-000

**Being a by-law to enter into an Occupation of Land
Agreement with Nancy E. Cassidy and Gerald J. Brandon to
permit the use of the laneway adjacent to the 484 Ferguson
Avenue – L'Autochtone – Outdoor Patio**

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report No. CS-028-2019 at the July 23, 2019 Special Council meeting and directed staff to prepare the necessary by-law to enter into an Agreement with Nancy Cassidy and Gerald Brandon for the Occupation of Land (laneway to the north of L'Autochtone) for consideration at the July 23, 2019 Special Council meeting;

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

1. That the Mayor and Clerk be authorized to execute the Occupation of Land Agreement with Nancy E. Cassidy and Gerald J. Brandon for the use of municipal land (laneway) adjacent to the L'Autochtone Restaurant, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 23rd, day of July, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2019-000

Occupation of Land Agreement between

The Corporation of the City of Temiskaming Shores

and

Nancy E. Cassidy & Gerald J. Brandon (L'Autochtone)

for use of the laneway adjacent to the Restaurant

This agreement, made this 9th day of July, 2019.

Between:

The Corporation of the City of Temiskaming Shores
(Hereinafter referred to as the "the City")

And:

Nancy E. Cassidy & Gerald J. Brandon (L'Autochtone)
(Hereinafter referred to as "the Benefactor")

Whereas the City is the owner of real property known as:

Laneway between 484 Ferguson Avenue and 488 Ferguson Avenue as
depicted in **Appendix 01**, attached hereto

And whereas the Benefactor wishes to use the Lands for Occupation purposes, more specifically as an outdoor patio for patrons;

And whereas the **Appendix 01** depicts the general layout of the outdoor patio;

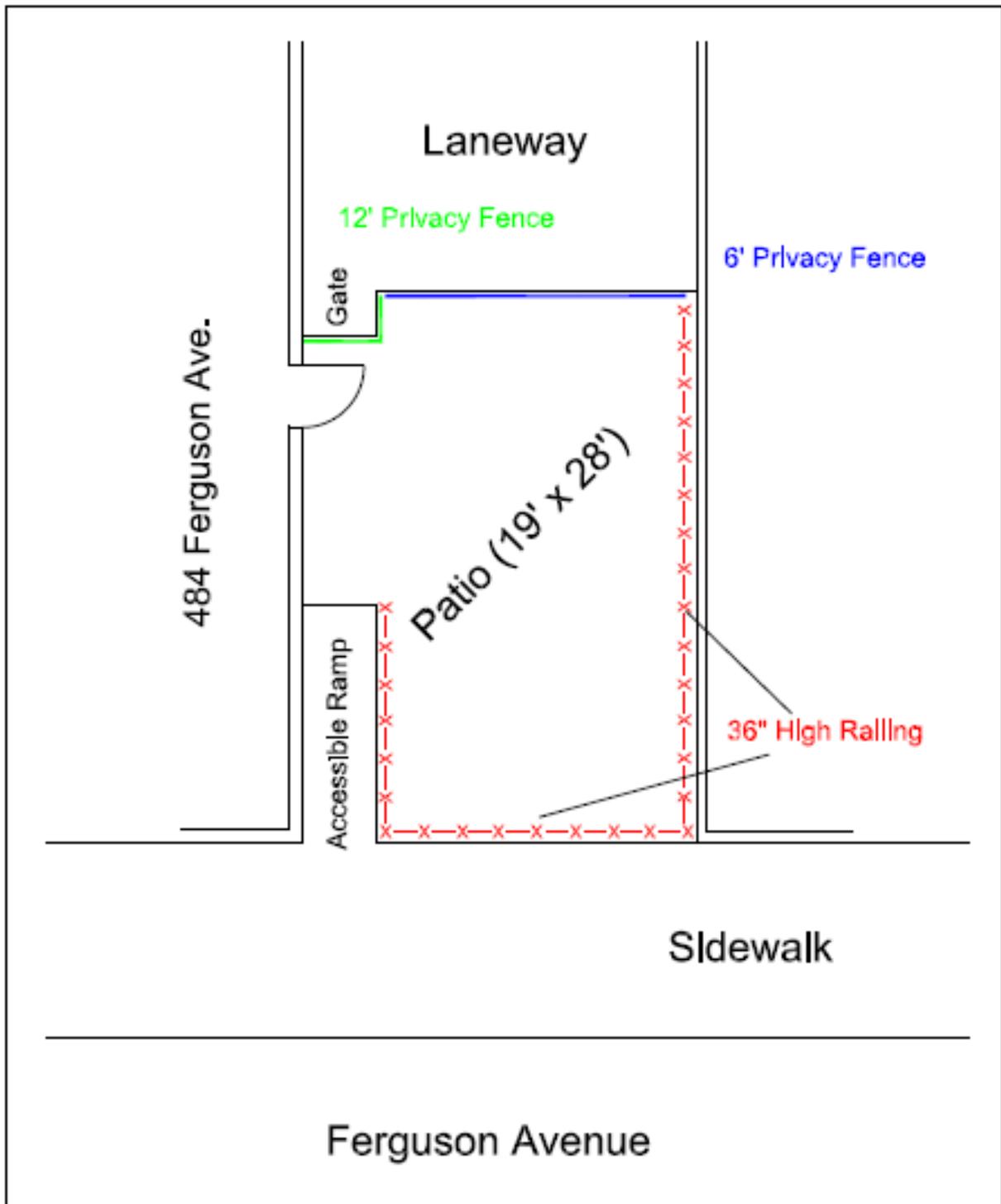
Now therefore, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1. The Benefactor shall have the right to use the Lands for Occupation for the term of this Agreement which commences **August 1st, 2019** and terminate **July 31st, 2025** unless the Agreement is terminated early by either party.
2. The Benefactor shall pay to the City an **annual fee of \$1,200** for the term of the agreement payable prior to August 1st of each year that this agreement is valid.
3. The Benefactor is hereby permitted to occupy and use the lands as generally illustrated **Appendix 01 – Layout**. It is mutually understood that use of the patio would include such amenities as tables, chairs, benches and lighting without the necessity to amend this agreement.
4. The City, at its sole discretion, reserves the right to prohibit any amenity to which the City considers inappropriate or a hazard.
5. In the event the subject property becomes assessable the Benefactor acknowledges and agrees that it shall be responsible for the payment of any property and education tax levied.
6. The Benefactor, upon request, shall remove all amenities at their expense in order to permit the repair, upgrade or maintenance of utilities contained within the laneway.
7. At the termination of this Agreement, the Benefactor shall leave the Lands in no

worse condition than existed at the date of signature of this Agreement to the satisfaction of the City.

8. Either party may terminate this agreement on not less than one hundred and twenty (120) days written notice to the other.
9. The Benefactor shall indemnify and save harmless the City from and against any and all liabilities, claims, damages, actions and causes of action arising from the use of the Lands.
10. The Benefactor shall on or before the **1st day of April** in each year, provide proof of liability insurance in the amount of **\$2 million** for the lands and all activities carried out thereon during use by the Benefactor.

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The Corporation of the City of Temiskaming Shores

By-law No. 2019-117

**Being a by-law to authorize the Temporary Road Closure
of Golf Course Road to facilitate the rehabilitation of the
Chester Creek Bridge on Golf Course Road**

Whereas under Section 27, of the Municipal Act, S.O. 2001, c.25, as amended, a municipality may pass by-laws in respect of a highway if it has jurisdiction over the highway;

And whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10, of the Municipal Act, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Memo No. 014-2019-PW at the July 23, 2019 Special Council meeting and directed staff to prepare the necessary by-law to authorize the temporary Road Closure of Golf Course Road to facilitate rehabilitation work on the Golf Course Road Bridge;

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

1. That the portion of Golf Course Road from Chester Creek Bridge a distance of plus/minus 75 m easterly and westerly from the centre of the bridge shall be temporarily closed, for the period of Tuesday, August 6, 2019 to Friday, November 15, 2019 inclusive, to facilitate the repairs to the Chester Creek Bridge.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

Read a first, second and third time and finally passed this 23rd day of July, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2019-118

**Being a by-law to authorize a Purchase Agreement with
Alexander Dennis Inc. for a 9 m (30 ft) Accessible Transit Bus
for the Temiskaming Transit Committee**

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report No. PW-022-2019 at the July 23, 2019 Special Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Alexander Dennis Inc. for the purchase of a 9m (30 ft) Accessible Transit Bus at a cost of \$423,428.00 plus applicable taxes for consideration at the July 23, 2019 Special Council meeting;

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

1. That Council authorizes the Mayor and Clerk to enter into an Agreement of Purchase and Sale between Alexander Dennis Inc. as the Vendor and the City of Temiskaming Shores as Purchaser at a cost of \$423,428.00 plus applicable taxes, in the form annexed hereto as Schedules "A", forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 23rd day of July, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2019-118

Purchase Agreement between

The Corporation of the City of Temiskaming Shores

and

Alexander Dennis Inc.

for a 9 m (30 ft) Accessible Transit Bus

This agreement made in duplicate this 23rd day of July, 2019.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called “the Purchaser”)

and

Alexander Dennis (Canada) Inc.
(hereinafter called “the Vendor”)

Witnesseth:

That the Purchaser and the Vendor shall undertake and agree as follows:

Article I:

The Vendor will:

- a) Provide one 9 m (30 ft) Accessible Transit Bus in accordance to the Quotation, a copy of which is attached hereto as Appendix 01 and forming part of this agreement;
- b) Supply and deliver, as certified by the Manager, the urban transit bus by **January 31, 2020.**

Article II:

The Purchaser will:

- a) Pay the Vendor in lawful money of Canada for the two urban transit buses and specialized equipment aforesaid Four Hundred and Twenty-Three Thousand, Four Hundred and Twenty-Eight Dollars and Zero Cents (\$423,428.00) plus applicable taxes subject to additions and deductions as provided in the Quotation.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of

failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Vendor:

Alexander Dennis (Canada) Inc.

130Pippen Road

Unit 8

Vaughn, Ontario

L4K 4X9

Attn.: Justin Tawil, Sales Manager

The Purchaser:

City of Temiskaming Shores

P.O. Box 2050

325 Farr Drive

Haileybury, Ontario

P0J 1K0

Attn.: Mitch Lafreniere, Mngr Physical
Assets

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Appendix 01 to
Schedule "A" to
By-law No. 2019-118
Quotation

ADDENDUM NO. 4

**ATTACHMENT #1 - CONTRACT PRICES (Mandatory)
BASE BUS PRICE AND MANDATORY OPTIONS (Evaluated)**

 = Data Entry Cells

PROPOSAL NUMBER	<u>RFP-2017-TPI-046</u>
SUBMISSION BY	<u>Alexander Dennis (Canada) Inc.</u> (Full Legal Name of Company or Individual)
	<u>130 Pippin Road, Unit B, Vaughan ON</u> (Address)
	<u>(905) 660-8411</u> (Phone No.)
	<u>mark.brager@alexander-dennis.com</u> (E-mail Address)
H.S.T NUMBER	<u>813044732</u> (H.S.T Number of Company or Individual)

The table below is numbered under the "Item No." column to correspond with the following Base Year:

A. BASE YEAR (AWARD OF CONTRACT FOR ONE YEAR FROM THE DATE OF SIGNATURE OF THE MASTER AGREEMENT)

9 Metre Conventional Diesel Bus Price

					Alexander Dennis (Canada) Inc.	
PERIOD	Item No.	Detailed Description	Unit	Quantity	Contract Unit Price	Extended Total
BASE YEAR	1	9m (30 ft) Conventional Diesel Transit Bus	per bus	1.00	\$423,428.00	\$ 423,428.00
					TOTAL BASE YEAR	\$ 423,428.00
					13% Harmonized Sales Tax (H.S.T.) Amount	\$ 55,045.64

MANDATORY OPTIONS PRICES

1. The Mandatory Option prices will be inclusive of all costs on a per unit basis for the Base Bus as proposed in the Proponent's response to Appendix A -Technical Specifications and Proponent Response Workbook.

2. Proponents must ensure they provide a price for each item. A blank space will result in the Proposal being non-compliant. The price of these options will be evaluated.

10.5 Metre Conventional Diesel Bus Option Price

					Vendor Name	
PERIOD	Item No.	Detailed Description	Unit	Quantity	Contract Unit Price	Extended Total
BASE YEAR	1	10.5m (35 ft) Conventional Diesel Transit Bus	per bus	1.00	\$433,428.00	\$ 433,428.00
					TOTAL BASE YEAR	\$ 433,428.00
					13% Harmonized Sales Tax (H.S.T.) Amount	\$ 56,345.64

Training/Special Tools/Mandatory Options

					Alexander Dennis (Canada) Inc.	
PERIOD	Item No.	Detailed Description	Unit	Quantity	Contract Unit Price	Extended Total
BASE YEAR	1	1.3.1 Training Package. Price for operator training (8 hrs), mechanic training (40 hrs) and training aids/materials at an individual Purchaser's facility.	each	1.00	\$ 13,424.00	\$ 13,424.00
BASE YEAR	2	1.3.1 Operator Training. Price for 8 additional hours of operator training at an individual Purchaser's facility.	each	1.00	\$ 2,240.00	\$ 2,240.00

					Alexander Dennis (Canada) Inc.	
PERIOD	Item No.	Detailed Description	Unit	Quantity	Contract Unit Price	Extended Total
BASE YEAR	3	1.3.1 Mechanic Training. Price for 8 additional hours of mechanic training at an individual Purchaser's facility.	each	1.00	\$ 2,240.00	\$ 2,240.00
BASE YEAR	4	1.3.3 Special Diagnostic Equipment & Software. Price for all special diagnostic equipment (software and interface hardware) needed to maintain the bus, engine, transmission, front and rear axles, brakes, electrical system, HVAC, traction control, ABS, auxiliary heater, suspension, destination signs, etc. Attach a list with technical description and price breakdown for each item to meet the requirements of section 1.3.3 in Appendix A. Should a Purchaser require additional components, the price listed will apply.				
		Destination Sign Diagnostic & programming software and interface hardware	each	1.00	\$ 0.01	\$ 0.01
		Transmission Diagnostic software and interface hardware	each	1.00	\$ 2,067.00	\$ 2,067.00
		Engine Diagnostic software and interface hardware	each	1.00	\$ 246.00	\$ 246.00
		HVAC System Diagnostic software and interface hardware	each	1.00	\$ 0.01	\$ 0.01
		Multiplex Electrical System Diagnostic software and interface hardware	each	1.00	\$ 2,246.00	\$ 2,246.00
		Suspension System Diagnostic software and interface hardware	each	1.00	\$ 0.01	\$ 0.01
		ABS & Traction Control Diagnostic software and interface hardware	each	1.00	\$ 2,154.00	\$ 2,154.00
		Auxiliary Heater software and interface hardware	each	1.00	\$ 736.00	\$ 736.00
		Electric Cooling System software and interface hardware	each	1.00	\$ 76.00	\$ 76.00
		Other necessary equipment	each	1.00	\$ 0.01	\$ 0.01
		Panasonic Tough Book severe duty laptop computer; With all necessary software licenses and a subscription service to Cummins Insite LITE (RSGR) engine diagnostic software, (one license per laptop purchased) at no additional cost for five (5) years	each	1.00	\$ 6,840.00	\$ 6,840.00
BASE YEAR	5	1.3.4 Special Brake System Tools. Price for all special tools needed to perform safety inspection, service and maintenance of the brake systems. Any brake system tools required to perform safety inspection, service and maintenance, not offered but found to be necessary must be provided by the Supplier free of charge. Attach a list with description and price breakdown for all special brake tools for both the front and rear axle. Should a Purchaser require additional components, the price listed will apply.	per set	1.00	\$ 395.00	\$ 395.00
BASE YEAR	6	1.3.5 Special Tools. Price for all special tools required for the service and maintenance of the Bus. These will include any and all tools mentioned and/or illustrated in the maintenance and repair information/manuals, including any special front and rear axle tools for minor repair and hub rebuild. Attach a list with description and price breakdown for each special tool (exclude brake system tools in 1.3.4). Should a Purchaser require additional components, the price listed will apply.	per set	1.00	\$ 4,868.00	\$ 4,868.00
					TOTAL BASE YEAR	\$ 37,532.04
					13% Harmonized Sales Tax (H.S.T.) Amount	\$ 4,879.17

ADDENDUM NO. 4

**ATTACHMENT #2 - Optional Prices
BUS OPTIONS (Non-evaluated)**

 = Data Entry Cells

PROPOSAL NUMBER RFP-2017-TPI-046

SUBMISSION BY Alexander Dennis (Canada) Inc.
(Full Legal Name of Company or Individual)

130 Pippin Road, Unit B, Vaughan ON, phone
(905) 660-8411
(Address) (Phone No.)

mark.brager@alexander-dennis.com
(E-mail Address)

H.S.T NUMBER 813044732
(H.S.T Number of Company or Individual)

The table below is numbered, under the "Item No." column, to correspond with the following Base Year:

A. BASE YEAR (AWARD OF CONTRACT FOR ONE YEAR FROM THE DATE OF SIGNATURE OF THE MASTER AGREEMENT)

NOTE:
Prices quoted below must be within reasonable market value.
For line items where a credit is identified, a negative (-) Contract Unit Price must be inserted to reflect the amount being provided.
Please insert any additional items under Item No. 27 to 29.

						Alexander Dennis (Canada) Inc.	
PERIOD	Item No.	Section Reference	Detailed Description	Unit	Estimated Quantity	Contract Unit Price	Extended Total
BASE YEAR	1	4.2.6 Rims	Quote the differential (credit or price) per bus to provide Alcoa aluminum, hub-piloted, two-sided Durabrite finish rims, including one spare rim of each wheel size in lieu of steel rims in the base bus.	per bus	1.00	\$3,924.00	\$ 3,924.00
BASE YEAR	2	4.2.6 Rims & Tires	Quote the credit to delete spare rims and tires from the base bus.	per bus	1.00	-\$350.00	\$ (350.00)
BASE YEAR	3	4.2.6 Tires	Quote the differential (credit or price) to install Purchaser's supplied contract tires in lieu of supply/Install base bus tires.	per bus	1.00	-\$1,350.00	\$ (1,350.00)
BASE YEAR	4	4.2.6.1 Hubodometer	Price to supply and install a Veeder-Root hubodometer on the rear curbside wheel.	per bus	1.00	\$241.00	\$ 241.00
BASE YEAR	5	4.3.4.4 Oil Filtration System	Price to supply and install a Kleenoil Model KU50 bypass engine oil filtration system.	per bus	1.00		\$ -
			Price to supply and install a Spinner II bypass engine oil filtration system.	per bus	1.00		\$ -
BASE YEAR	6	4.3.4.8 Block Heater	Price to equip the engine with a 1500 watt block heater with front and rear connection points; and electrically configured such that if one point is connected to a power supply, the other point is automatically inactive.	per bus	1.00	\$0.00	\$ -
BASE YEAR	7	4.3.6.1 Transmission	Quote the differential (credit or price) per bus to provide a Voith DIWA 854.6 transmission in lieu of transmission in base.	per bus	1.00		\$ -
BASE YEAR	8	4.3.6.1 Transmission	Quote the differential (credit or price) per bus to provide a ZF-Ecolife transmission in lieu of transmission in base.	per bus	1.00		\$ -
BASE YEAR	9	4.3.6.1 Transmission	Quote the differential (credit or price) per bus to provide an Allison B300R transmission in lieu of transmission in base.	per bus	1.00	\$0.00	\$ -
BASE YEAR	10	4.4.2.1 Paint, Decals and Finish	Price to add 1 additional decal colour stripe to the base bus. Equal credit will be applied to delete 1 decal colour stripe from base bus.	per bus	1.00	\$1,028.00	\$ 1,028.00
BASE YEAR	11	4.4.2.6 Bumpers	Quote the differential (credit or price) to supply and install Romeo Rim energy absorbing front and rear bumpers in lieu of bumpers in base bus.	per bus	1.00	\$7,693.00	\$ 7,693.00
BASE YEAR	12	4.4.2.7 Bicycle Rack	Quote the credit to delete the Sportworks DL2NP bike rack, mounting bracket and dash deployment light in base bus.	per bus	1.00	-\$1,245.00	\$ (1,245.00)
			Quote differential (credit or price) to supply and install BykRak bike rack and mounting bracket and dash deployment light in lieu of Sportworks in base bus.	per bus	1.00		\$ -
BASE YEAR	13	4.4.2.9 Mirrors Exterior	Quote the differential (credit or price) to supply and install B & R mirrors in lieu of Lucerix mirrors in base bus.	per bus	1.00		\$ -
BASE YEAR	14	4.4.3.11 Dashboard and Fan	Credit to delete fan	per bus	1.00	-\$61.00	\$ (61.00)
BASE YEAR	15	4.4.4.1 Passenger Seating	Quote the differential (credit or price) for each of the following alternatives to the Aries passenger seating included in the base bus:				
			American Metro	per bus	1.00		\$ -
			American Insight	per bus	1.00		\$ -
			American Vision	per bus	1.00		\$ -

Alexander Dennis (Canada) Inc.

PERIOD	Item No.	Section Reference	Detailed Description	Unit	Estimated Quantity	Contract Unit Price	Extended Total
BASE YEAR	16	4.4.4.2 Mobility Aids (MA) Accessibility, Restraint and Securement	Quote the differential (credit or price) to supply and install the Q'POD 3-Point MA Securement System as an alternative to the securement system included in the base bus.	per bus	1.00	\$4,489.00	\$ 4,489.00

						Alexander Dennis (Canada) Inc.	
PERIOD	Item No.	Section Reference	Detailed Description	Unit	Estimated Quantity	Contract Unit Price	Extended Total
BASE YEAR	17	4.4.5.6 Driver's Seat	Quote the additional cost to add an arm rest on roadside of driver's seat.	per bus	1.00	\$264.00	\$ 264.00
BASE YEAR	18	4.4.5.7 Driver Foot Pedals	Quote the differential (credit or price) to supply and install adjustable brake and accelerator pedals, with minimum 75mm forward and rearward travel, controlled by a dash mounted, identified, toggle or rocker switch, adjustable only when the bus is stationary with the parking brake applied.	per bus	1.00		\$ -
BASE YEAR	19	4.4.6.10 Rear Door Ramp	Quote the additional cost to supply and install a powered Mobility Aid ramp loading system at the rear door (in addition to one at the front door).	per bus	1.00		\$ -
BASE YEAR	20	4.4.7.2 Driver's Side Window	Quote the differential (credit or price) for an emergency egress type window for the driver.	per bus	1.00		\$ -
BASE YEAR	21	4.4.7.3 Side Passenger Windows	Quote the differential (credit or price) for side passenger windows with laminated glazing.	per bus	1.00		\$ -
BASE YEAR	22	4.5.4 Air Conditioning	Quote the differential (credit or price) to supply and install each of the following:				
			Thermo King Athenia HVAC system (heat and cool) with IntelligAIRE III controller and X430 compressor.	per bus	1.00	\$0.00	\$ -
			Mobile Climate Control roof mounted HVAC (heat and cool) system with controller and 05G compressor.	per bus	1.00		\$ -
BASE YEAR	23	4.5.6 Driver Area Climate and Windshield Defroster	Price to supply and install an additional heater in the driver's area. Controls will allow the driver to independently adjust the climate in driver's area (including, if necessary, having an additional hot water or electrical convactor(s) along the wall, or behind the operator's seat, controlled by a manual, ¼-turn, stainless steel ball valve or switch as applicable, easily accessible by the operator).	per bus	1.00		\$ -
BASE YEAR	24	4.6.3.2 Batteries and Cables	Quote the differential (credit or price) to provide 8D wet cell lead-acid two battery system in lieu of battery system in the base bus.	per bus	1.00	\$0.00	\$ -
BASE YEAR	25	4.7.1 ITS General Provisions	Credit to delete the requirement to provide In-Vehicle ITS cables, wiring, discrete signals and mounting plates in base bus.	per bus	1.00	-\$450.00	\$ (450.00)
			Credit to delete the requirement to provide Automatic Passenger Counter system cabling, harnesses and mounting plates in base bus.	per bus	1.00	-\$300.00	\$ (300.00)
			Credit to delete the requirement to provide Surveillance System Cabling, harnesses, and connectors in base bus.	per bus	1.00	-\$250.00	\$ (250.00)
BASE YEAR	26	4.7.7.2 Rear Route Destination Sign	Credit to delete the rear route number sign in the base bus.	per bus	1.00	-\$741.00	\$ (741.00)
BASE YEAR	27	Base Bus Spare Parts Prices	Transmission Assembly (complete)	each	1.00	\$19,867.00	\$ 19,867.00
			IC Engine Assembly (complete)	each	1.00	\$20,196.00	\$ 20,196.00
			Engine Turbocharger Assembly (complete)	each	1.00	\$3,563.00	\$ 3,563.00
			Engine ECM	each	1.00	\$3,094.00	\$ 3,094.00
			Starter Motor	each	1.00	\$443.00	\$ 443.00
			Alternator	each	1.00	\$468.00	\$ 468.00
			Air Compressor	each	1.00	\$3,815.00	\$ 3,815.00
			Electric Engine Cooling Assembly	each	1.00	\$6,044.00	\$ 6,044.00
			Diesel after-treatment System (complete)	each	1.00	\$12,124.00	\$ 12,124.00
			After-treatment Electronic Control Module	each	1.00		\$ -
			Decomposition Reactor	each	1.00	\$7,932.00	\$ 7,932.00
			Front Windshield - left and right (or one piece)	each	1.00	\$1,978.00	\$ 1,978.00
			Door Motor Assembly (front & rear)	each	1.00	\$560.00	\$ 560.00
			Mobility Aid Front Ramp Assembly – complete ready-to run assembly	each	1.00	\$7,280.00	\$ 7,280.00
			Brakes - rear axle assembly (two disks c/w calipers and pads)	each	1.00	\$1,496.00	\$ 1,496.00
			Brakes - front axle assembly (two disks c/w calipers and pads)	each	1.00	\$1,482.00	\$ 1,482.00
			Power Steering Pump Assembly	each	1.00	\$395.00	\$ 395.00
			Exterior mirror assemblies (both sides)	each	1.00	\$685.00	\$ 685.00
Windshield wiper assemblies (complete with motors, shafts, linkages, mounting, brackets, & arms)	each	1.00	\$436.00	\$ 436.00			
Compartment access door keys (5/16" square key) each	each	1.00	\$9.00	\$ 9.00			
Towing Adaptor	each	1.00	\$98.00	\$ 98.00			
BASE YEAR	28						\$ -
BASE YEAR	29						\$ -
BASE YEAR	30						\$ -

The Corporation of the City of Temiskaming Shores

By-law No. 2019-119

Being a by-law to enter into an Occupation of Land Agreement with Nancy E. Cassidy and Gerald J. Brandon to permit the use of the laneway adjacent to the 484 Ferguson Avenue – L'Autochtone – Outdoor Patio

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report No. CS-028-2019 at the July 23, 2019 Special Council meeting and directed staff to prepare the necessary by-law to enter into an Agreement with Nancy Cassidy and Gerald Brandon for the Occupation of Land (laneway to the north of L'Autochtone) for consideration at the July 23, 2019 Special Council meeting;

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

1. That the Mayor and Clerk be authorized to execute the Occupation of Land Agreement with Nancy E. Cassidy and Gerald J. Brandon for the use of municipal land (laneway) adjacent to the L'Autochtone Restaurant, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 23rd, day of July, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2019-119

Occupation of Land Agreement between

The Corporation of the City of Temiskaming Shores

and

Nancy E. Cassidy & Gerald J. Brandon (L'Autochtone)

for use of the laneway adjacent to the Restaurant

This agreement, made this 9th day of July, 2019.

Between:

The Corporation of the City of Temiskaming Shores
(Hereinafter referred to as the "the City")

And:

Nancy E. Cassidy & Gerald J. Brandon (L'Autochtone)
(Hereinafter referred to as "the Benefactor")

Whereas the City is the owner of real property known as:

Laneway between 484 Ferguson Avenue and 488 Ferguson Avenue as
depicted in **Appendix 01**, attached hereto

And whereas the Benefactor wishes to use the Lands for Occupation purposes, more specifically as an outdoor patio for patrons;

And whereas the **Appendix 01** depicts the general layout of the outdoor patio;

Now therefore, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1. The Benefactor shall have the right to use the Lands for Occupation for the term of this Agreement which commences **August 1st, 2019** and terminate **July 31st, 2025** unless the Agreement is terminated early by either party.
2. The Benefactor shall pay to the City an **annual fee of \$1,200** for the term of the agreement payable prior to August 1st of each year that this agreement is valid.
3. The Benefactor is hereby permitted to occupy and use the lands as generally illustrated **Appendix 01 – Layout**. It is mutually understood that use of the patio would include such amenities as tables, chairs, benches and lighting without the necessity to amend this agreement.
4. The City, at its sole discretion, reserves the right to prohibit any amenity to which the City considers inappropriate or a hazard.
5. In the event the subject property becomes assessable the Benefactor acknowledges and agrees that it shall be responsible for the payment of any property and education tax levied.
6. The Benefactor, upon request, shall remove all amenities at their expense in order to permit the repair, upgrade or maintenance of utilities contained within the laneway.
7. At the termination of this Agreement, the Benefactor shall leave the Lands in no

worse condition than existed at the date of signature of this Agreement to the satisfaction of the City.

8. Either party may terminate this agreement on not less than one hundred and twenty (120) days written notice to the other.
9. The Benefactor shall indemnify and save harmless the City from and against any and all liabilities, claims, damages, actions and causes of action arising from the use of the Lands.
10. The Benefactor shall on or before the **1st day of April** in each year, provide proof of liability insurance in the amount of **\$2 million** for the lands and all activities carried out thereon during use by the Benefactor.

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