



**The Corporation of the City of Temiskaming Shores**  
**Regular Meeting of Council**  
**Tuesday, January 19, 2021 – 6:00 p.m.**  
**Electronic Meeting**

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**Agenda**

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

**Draft Resolution**

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

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

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

**Draft Resolution**

Moved by: Councillor McArthur

Seconded by: Councillor Hewitt

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

- a) Regular meeting of Council – January 5, 2021.

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

None

8. **Question and Answer Period**

9. **Presentations / Delegations**

None

10. **Communications**

a) Resource Productivity & Recovery Authority

**Re:** Inspection related to the wind up of the Waste Electrical and Electronic Equipment (WEEE) Program, 2020-12-09

**Reference:** Received for Information

b) Honourable Sylvia Jones, Solicitor General

**Re:** Community Safety and Well-Being (CSWB) Plan updated deadline to July 1, 2021, 2020-12-24

**Reference:** Received for Information

c) Jasan Boparai, Director – Ministry of Transportation

**Re:** Province Expanded On-Road Opportunities for Off-Road Vehicle Riders in Some Parts of Ontario Letter and Guidance Document, 2021-01-04

**Reference:** Referred to the Protection to Persons and Property Committee

d) Honourable Greg Rickford, Minister of Energy, Northern Development and Mines and the Honourable Bill Walker, Associate Minister of Energy

**Re:** Revoked Ontario Regulation 355/17 – Removal of the Requirement to Release a New Long-Term Energy Plan Every Three Years, 2021-01-05

**Reference:** Received for Information

- e) Dan Thibeault, Clerk-Treasurer CAO - Municipality of Charlton and Dack

**Re:** Support – Municipal Insurance Review, 2021-01-07

**Reference:** Received for Information

- f) Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs

**Re:** Response related to the Tile Load Program, 2021-01-13

**Reference:** Received for Information

- g) Genevieve Scharback, Director of Administration / Clerk - Municipality of West Grey

**Re:** Schedule 8 of the Provincial Budget Bill 229, Protect, Support and Recover from COVID-19 Act, 2021-01-13

**Reference:** Received for Information

- h) Honourable Caroline Mulroney, Minister of Transportation

**Re:** Launch of the 2020-2021 Gas Tax Program, 2021-01-14

**Reference:** Referred to the Temiskaming Transit Committee

*Draft Resolution*

Moved by: Councillor Foley

Seconded by: Councillor Whalen

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

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

*Draft Resolution*

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

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

- a) Minutes of the Temiskaming Shores Accessibility Advisory Committee meeting held on December 9, 2020.

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

*Draft Resolution*

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

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

- a) Minutes of the Building Maintenance Committee meeting held on December 2, 2020;
- b) Minutes of the Corporate Services Committee meeting held on December 2, 2020;
- c) Minutes of the Public Works Committee meeting held on December 2, 2020 and on December 16, 2020; and
- d) Minutes of the Recreation Committee meeting held on December 14, 2020.

**13. Reports by Members of Council**

**14. Notice of Motions**

**15. New Business**

**a) Support – Town of Kingsville Request to Support Small Businesses**

Draft Resolution

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

Whereas at its meeting of December 14, 2020, Town of Kingsville Council approved a resolution in support of small businesses during COVID-19; and

Whereas the health and safety of Ontarians is the number one priority and health is a state of physical, mental and social well-being, not merely the absence of disease; and

Whereas many businesses rely on the holiday season for their financial strength and whereby these businesses have faced unprecedented difficult times throughout 2020 due to the COVID-19 pandemic restrictions; and

Whereas closing our small local businesses during the holiday season means many will not survive and business owners and their employees will lose their livelihoods; and

Whereas the Town of Kingsville's commercial businesses are predominately made up of small independently owned businesses and closing them will force residents to travel out of town into larger crowds increasing their exposure to COVID-19; and

Whereas our small independent businesses have every reason to keep customers safe and are able to ensure limited capacity, customer contact tracing and disinfecting in-between customers and may be able to offer curbside and delivery.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby supports the Town of Kingsville's call upon the Premier of Ontario, Doug Ford, as well as the Ontario cabinet and Health officials, to protect the health of Ontarians and our small businesses by allowing them to remain open to in-store sales and service with limited capacity and increased safety measures; and

Further that this resolution be forwarded to the Hon. Victor Fedeli, Minister of Economic Development, Job Creation and Trade; Hon. Prabmeet Singh Sarkaria, Associate Minister of Small Business and Red Tape Reduction; Hon. Christine Elliott, Minister of Health; Hon. Peter Bethlenfalvy, Minister of Finance; Hon. Michael A. Tibollo, Associate Minister of Mental Health and Addictions; John Vanthof, MPP for Timiskaming-Cochrane; the Temiskaming Health Unit Board of Health; and the Town of Kingsville.

**b) Memo No. 002-2021-CS – Change Order for the Grant Municipal Drain Repair**

Draft Resolution

Moved by: Councillor Hewitt

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 002-2021-CS; and

That Council approves a Contract Change Order of \$19,940 to the contract with Pedersen Construction (2013) Inc. for repairs to the Grant Municipal Drain, as authorized by By-law No. 2020-128, resulting in a revised contract value of \$28,380, plus applicable taxes.

**c) Memo No. 003-2021-CS – Ice Fishing Challenge**

Draft Resolution

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 003-2021-CS for information purposes.

**d) Memo No. 002-2021-PW – Rate Increase for Recycling Agreement with Outside Municipalities**

Draft Resolution

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No.002-2021-PW; and

That Council approves a two-percent (2%) rate increase for the acceptance of recyclable materials at the Spoke Transfer Station from \$295/tonne to a \$301/tonne rate effective January 1, 2021.

**e) Memo No. 003-2021-PW – Supply and Delivery of a Triaxle – Release of Request for Quotation**

Draft Resolution

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No.003-2021-PW; and

That Council authorizes staff to release the Request for Quotation for the supply and delivery of a Triaxle vehicle, with a closing date of Tuesday February 23, 2021.

**f) Memo No. 001-2021-RS – Active Transportation Plan Request for Proposal**

Draft Resolution

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No.001-2021-RS; and

That Council authorizes the release of the Active Transportation Plan Request for Proposal with a closing date of February 22, 2021.

**g) Administrative Report No. RS-001-2021 – Bucke Park Operations Contract 2021**

Draft Resolution

Moved by: Councillor Foley

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-001-2021; and

That Council directs staff to prepare the necessary by-law to confirm the 2021 Bucke Park Operator's Agreement for consideration at the January 19, 2021 Regular Council meeting.

**16. By-laws**

*Draft Resolution*

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that:

By-law No. 2021-007 Being a by-law to Being a by-law to enter into an Agreement with Sylvian Gelineau for the Operation of Bucke Park Campground for the 2021 Operating Season

be hereby introduced and given first and second reading.

*Draft Resolution*

Moved by: Councillor Hewitt

Seconded by: Councillor Whalen

Be it resolved that:

By-law No. 2021-007 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**17. Schedule of Council Meetings**

- a) Regular – Tuesday, February 2, 2021 at 6:00 p.m.
- b) Regular – Tuesday, February 16, 2021 at 6:00 p.m.

**18. Question and Answer Period**

**19. Closed Session**

*Draft Resolution*

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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



- a) Adoption of the December 15, 2020 – Closed Session Minutes
- b) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – COVID-19 Staffing Update
- c) Under section 239 (2) (k) of the Municipal Act consideration will be given to a position, plan, procedure, criteria or instruction to be applied to negotiations regarding the New Liskeard Marina.

Draft Resolution

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

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

**20. Confirming By-law**

Draft Resolution

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that By-law No. 2021-009 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on January 5, 2021 be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2021-009 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**21. Adjournment**

*Draft Resolution*

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

Be it resolved that Council hereby adjourns its meeting at \_\_\_\_\_ p.m.

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Mayor- Carman Kidd

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Clerk - Logan Belanger



**The Corporation of the City of Temiskaming Shores**  
**Regular Meeting of Council**  
**Tuesday, January 5, 2021 – 6:00 p.m.**  
**Electronic Meeting**

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**Minutes**

**1. Call to Order**

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

**2. Roll Call**

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

Present: Christopher Oslund, City Manager  
Logan Belanger, Municipal Clerk  
Kelly Conlin, Deputy Clerk  
Shelly Zubycck, Director of Corporate Services  
Mathew Bahm, Director of Recreation  
James Franks, Economic Development Officer  
Steve Langford, Fire Chief  
Brad Hearn, IT Administrator  
Steve Burnett, Manager of Environmental Services  
Mitch Lafreniere, Manager of Transportation Services

Regrets: None

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

None.

**4. Approval of Agenda**

Resolution No. 2021-001

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

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

**Carried**

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

Councillor Foley declared a Conflict of Pecuniary Interest related to **Section 16 - By-Law No. 2021-103, being a by-law to authorize an agreement between the Corporation of the City of Temiskaming Shores and the Management/ Non-Union Employees of the City**, as his sister works for the City of Temiskaming Shores.

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

Resolution No. 2021-002

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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

a) Regular meeting of Council – December 15, 2020.

**Carried**

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

None.

**8. Question and Answer Period**

None.

**9. Presentations / Delegations**

None.

**10. Communications**

- a) Association of Municipalities of Ontario

**Re:** Discussion Paper on a Proposed Integrated Management Approach to Plastic Products to Prevent Waste and Pollution, 2020-12-09

**Reference:** Received for Information

- b) General (Ret'd) Rick Hillier, Chair of the COVID-19 Vaccine Distribution Task Force

**Re:** Ontario's Vaccine Distribution Implementation Plan, 2020-12-12

**Reference:** Received for Information

- c) Stacey Blair, Town Clerk – Town of Carleton Place

**Re:** Post Pandemic Recovery Plan and Childcare, 2020-12-14

**Reference:** Received for Information

- d) Barbara Knauth, Deputy Clerk-Treasurer - Township of Matachewan

**Re:** Municipal Funding Opportunities and Application Timelines, 2020-12-14

**Reference:** Received for Information

- e) Honourable John Yakabuski, Minister of Natural Resources and Forestry

**Re:** Temagami Forest Management Corporation (TFMC) Approval, 2020-12-15

**Reference:** Received for Information

- f) Honourable Todd Smith, Minister of Children, Community and Social Services

**Re:** Building a Strong Foundation for Success: Reducing Poverty in Ontario (2020-2025), 2020-12-16

**Reference:** Received for Information

- g) Honourable Caroline Mulroney, Minister of Transportation

**Re:** Phase 2 Update of the Safe Restart Agreement (SRA) funding for public transit, 2020-12-15

**Reference:** Referred to the Treasurer and the Transit Committee

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

**Re:** Discussion paper on a new regulatory proposal to implement recent amendments to the Drainage Act, 2020-12-16

**Reference:** Referred to the Municipal Clerk

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

**Re:** Safe Restart Agreement and Top-up Allocation, 2020-12-16

**Reference:** Referred to the Treasurer to Sign Acknowledgement

- j) Ottawa River Regulation Planning Board

**Re:** Fall River Conditions, 2020-12-18

**Reference:** Received for Information

- k) MyCatch Tournaments

**Re:** Ontario Ice Fishing Challenge, 2020-12-18

**Reference:** Received for Information

**Note:** Councillor Jelly requested that this item be directed to the Economic Development Officer for review

- l) C. Tarling, Director of Legislated Services & City Clerk – City of Kitchener

**Re:** Support - Distance separation for Licensed Cannabis Stores, 2020-12-18

**Reference:** Received for Information

- m) Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs

**Re:** Updates to the Ontario Wildlife Damage Compensation Program (OWDCP), 2020-12-21

**Reference:** Received for Information and referred to the Municipal Clerk

- n) Sandra Kitchen, Deputy Clerk-Council Services – Town of Kingsville

**Re:** Support - Letter of Support for Small Businesses, 2020-12-21

**Reference:** Received for Information

**Note:** Councillor Jelly requested this item be returned for Council support.

- o) Earleton-Timiskaming Regional Airport Authority

**Re:** Financial Reports for October 2020 and November 2020

**Reference:** Received for Information

- p) Aime Dimatteo, Director General - FedNor

**Re:** Contribution to the City of Temiskaming Shores – Virtual Northern Ontario Showcase at the Prospectors and Developers Association of Canada Convention, 2020-12-22

**Reference:** By-law presented for consideration in Section 16 – By-laws

**Resolution No. 2021-003**

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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

**Carried**

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

Resolution No. 2021-004

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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

- a) Minutes of the New Liskeard Business Improvement Area Board of Management Meeting held on November 16, 2020; and
- b) Minutes of the Earleton-Timiskaming Regional Airport Authority Meetings held on October 22, 2020 and on November 12, 2020.

**Carried**

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

None.

**13. Reports by Members of Council**

Councillor Whalen updated that a meeting of the Temiskaming Municipal Association (TMA) Executive committee will be scheduled shortly, and an update will follow.

Councillor Jelly and Councillor Laferriere expressed their thanks Marc Dessureault for his efforts to develop and to coordinate the New Year's Eve fireworks display.

**14. Notice of Motions**

None.

**15. New Business**

- a) **Support - Request for an Interim Cap on Gas Plant and Greenhouse Gas Pollution and the Development and Implementation of a Plan to Phase-Out Gas-Fired Electricity Generation**

Resolution No. 2021-005

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt



Whereas at its meeting of November 11, 2020, Hamilton City Council approved a resolution regarding a request for an Interim Cap on Gas Plant and Greenhouse Gas Pollution and the Development and Implementation of a Plan to Phase-Out Gas-Fired Electricity Generation; and

Whereas the Government of Ontario is planning to increase reliance on gas-fired electricity generation from Ontario's gas-fired power plants, which is anticipated to increase greenhouse gas (GHG) pollution by more than 300% by 2025 and by more than 400% by 2040; and

Whereas Canada's temperature is rising more than double the rate of the rest of the world (which is in alignment with climate models and projections impacting northern climates most significantly); and

Whereas the Province of Ontario will adversely impact more than a third of the greenhouse gas reductions it achieved by phasing-out its dirty coal-fired power plants, due to a power plant built around ramping up gas-fired generation to replace the output of the Pickering Nuclear Station (scheduled to close in 2024); and

Whereas alternative options are available to reversing short sighted cuts to energy efficiency programs and stop under-investing in this quick to deploy and low-cost resource, which include maximizing our energy efficiency efforts by paying up to the same price per kilowatt-hour (kWh) for energy efficiency measures as we are currently paying for power from nuclear plants (e.g., up to 9.5 cents per kWh); and

Whereas the Province of Ontario should continue to support renewable energy projects that have costs that are below what we are paying for nuclear power and work with communities to make the most of these economic opportunities; and

Whereas the Province of Ontario has alternative options to increasing gas-fired electricity generation, such as the Province of Quebec's offer to receive low-cost 24/7 power from its water powered reservoir system as a possible alternative; and

Whereas a fossil-free electricity system is critically important to Hamilton's efforts to reduce GHG emissions by replacing fossil fuel use with electric vehicles, electric buses, electric heat pumps, and other steps dependent on a fossil-free electricity supply; and

Whereas our City of Hamilton staff have noted this problem in their report on Updated Timelines and SMART Corporate Goals and Areas of Focus for Climate Mitigation and Adaptation where they warn that "Unless the Province of Ontario changes direction on Ontario's fuel supply mix, it is expected natural gas, and therefore GHG emissions, may continue to increase as the nuclear

facilities are refurbished and the Province of Ontario further supplements the electricity grid with natural gas inputs”.

Now therefore be it resolved that the Corporation of the City of Temiskaming Shores hereby supports the City of Hamilton in its request to the Government of Ontario to place an interim cap of 2.5 mega tonnes per year on our gas plant and greenhouse gas pollution and develop and implement a plan to phase-out all gas-fired electricity generation by 2030 to ensure that Ontario meets its climate targets; and

Further that a copy of this resolution be sent to the Honourable Doug Ford, Premier of Ontario; John Vanthof, MPP for Timiskaming-Cochrane; and to the City of Hamilton.

**Carried**

**b) Support - Gravel Watch Ontario - Information regarding aggregate extraction, planning and rehabilitation (Deferred from the December 15, 2020 Meeting)**

Resolution No. 2020-603 (deferred December 15, 2020)

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that The Corporation of the City of Temiskaming Shores supports the position of Gravel Watch Ontario, requesting that the Government of Ontario consult municipalities and communities more broadly to develop and implement regulations which will evaluate and rationalize the supply and demand equation for stone, sand, and gravel; and

That regulations need to be applied consistently and clearly as the lack of clarity is currently costing municipalities and communities; and

That the commitment for the rehabilitation of dormant and abandoned pits to their best possible uses is made at the time of licensing; and

That that the Province needs to be more responsive and more responsible to residents, communities and the municipalities which represent them; and

Further that a copy of this resolution be forwarded to the Honourable John Yakabuski, Minister of Natural Resources & Forestry; the Federation of Northern Ontario Municipalities; the Association of Municipalities of Ontario; and John Vanthof, MPP for Timiskaming-Cochrane.

**Recorded Vote**

**For Motion**

Councillor Hewitt

**Against Motion**

Councillor Foley

Councillor Jelly

Councillor Laferriere

Councillor McArthur

Councillor Whalen

Mayor Kidd

**Defeated**

**c) January to December 2020 Year-to-Date Capital Financial Report**

**Resolution No. 2021-006**

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt the January to December 2020 Year-to-Date Capital Financial Report for information purposes.

**Carried**

**d) Memo No. 001-2021-CS – Council Attendance Report and 2019 Statement of Renumeration (Requested at the December 1, 2020 Regular Meeting)**

**Resolution No. 2021-007**

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 001-2021-CS for information purposes.

**Carried**

**e) Administrative Report No. CS-001-2021 – Health and Safety Policy and Program**

**Resolution No. 2021-008**

Moved by: Councillor Hewitt

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-001-2021;

That Council confirms it has reviewed the City of Temiskaming Shores Health and Safety Policy and Guidelines for the Structure and Function of the Joint Health and Safety Committee in accordance with the Occupational Health and Safety Act; and

That Council acknowledges that the Joint Health and Safety Committees will continue to operate under the requirements of the Occupational Health and Safety Act.

**Carried**

**f) Administrative Report No. CS-002-2021 – Violence and Harassment in the Workplace**

Resolution No. 2021-009

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-002-2021; and

That Council confirms it has reviewed the City of Temiskaming Shores Violence in the Workplace Harassment and Violence in the Workplace Prevention Program in accordance with the Occupational Health and Safety Act.

**Carried**

**g) Administrative Report No. CS-003-2021 – ICON Funding for Dymond Industrial Park**

Resolution No. 2021-010

Moved by: Councillor Foley

Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-003-2021; and

That Council supports an application to the ICON Program in partnership with Eastlink Communications to service the Dymond Industrial Park with high-speed broadband service.

**Carried**

**h) Memo No. 001-2021-PW – Delegation of Authority to Sole Source**

Resolution No. 2021-011

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No.001-2021-PW; and

That Council hereby delegates authority to the Manager of Transportation Services to purchase two (2) used garbage trucks within the approved budget limit of \$120,000; including sole sourced options resulting from auctions or online sales.

**Carried**

**16. By-laws**

*Councillor Foley disclosed a pecuniary interest regarding By-law No. 2021-003 and did not participate in the discussion of the subject matter nor did he vote on Resolution Numbers 2021-012 and 2021-013.*

Resolution No. 2021-012

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that:

By-law No. 2021-003    Being a by-law to authorize an Agreement between The Corporation of the City of Temiskaming Shores and the Management / Non-Union Employees of the City of Temiskaming Shores

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2021-013

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that:

By-law No. 2021-003 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

Resolution No. 2021-014

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

By-law No. 2021-001 Being a by-law to authorize borrowing from time to time to meet current Expenditures during the Fiscal Year ending December 31, 2021

By-law No. 2021-002 Being a by-law to provide for an Interim Tax Levy for the payment of taxes and to establish penalty and interest charges

By-law No. 2021-004 Being a by-law to Authorize the Execution of the Transfer Payment Agreement for the Municipal Transit Enhanced Cleaning between Her Majesty the Queen in Right of the Province of Ontario Represented by the Minister of Transportation for the Province of Ontario and the Corporation of the City of Temiskaming Shores

By-law No. 2021-005 A By-Law to Authorize the Execution of the Contribution Agreement for the Virtual Northern Ontario Mining Showcase at the 2021 Prospectors and Developers Association of Canada International Convention between Her Majesty the Queen in Right of Canada Represented by the Minister of Economic Development and Official Languages and the Corporation of the City of Temiskaming Shores

**Carried**

Resolution No. 2021-015

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2021-001;

By-law No. 2021-002;

By-law No. 2021-004; and  
By-law No. 2021-005

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

**Carried**

**17. Schedule of Council Meetings**

- a) Regular – Tuesday, January 19, 2021 at 6:00 p.m.
- b) Regular – Tuesday, February 2, 2021 at 6:00 p.m.

**18. Question and Answer Period**

Shelly Zubycck, Director of Corporate Services read the following questions/comments from the online Chat Box:

1. Dan Dawson, resident, stated that people are walking more due to the COVID-19 restrictions, and inquired if the shoulders on residential streets could be plowed.

Mayor Kidd commented that Public Works are working on snow plowing and removal; however, plowing shoulders would be a matter of increased budget considerations.

Councillor Hewitt inquired if the paved portion of the STATO trail along the New Liskeard Waterfront could be plowed to increase walking space. Mayor Kidd commented that the trail requires snow cover for frost protection, and would require increased equipment and staffing allocation.

2. Rob Ritchie, resident, inquired why the City is purchasing two garbage trucks.

Christopher Oslund, City Manager clarified that the trucks are not those used for residential garbage collection, but for waste collection from garbage cans around the City, and for other operations as well. Councillor Jelly commented that the trucks would be purchased used and at auction, and their replacement was scheduled as part of the City's fleet replacement program.

**19. Closed Session**

None.

**20. Confirming By-law**

*Resolution No. 2021-016*

Moved by: Councillor Hewitt

Seconded by: Councillor McArthur

Be it resolved that By-law No. 2021-006 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on January 5, 2021 be hereby introduced and given first and second reading.

**Carried**

*Resolution No. 2021-017*

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that By-law No. 2021-006 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**21. Adjournment**

*Resolution No. 2021-018*

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that Council hereby adjourns its meeting at 6:37 p.m.

**Carried**

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Mayor- Carman Kidd

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Clerk - Logan Belanger





December 9, 2020

Association of Municipalities of Ontario and City of Toronto

I am writing to advise municipalities of the results of a recent inspection undertaken by the Resource Productivity and Recovery Authority of Ontario Electronic Stewardship (OES) and Electronic Products Recycling Association (EPRA) activities related to the wind up of the Waste Electrical and Electronic Equipment (WEEE) Program.

As service providers to the WEEE Program, municipalities may have received communications from persons identifying themselves as OES or EPRA personnel advising that OES is being rebranded as EPRA Ontario and that it would continue to operate Ontario's electronics recycling program. The communications may have also advised municipalities to sign a new contract with EPRA Ontario to ensure continuity in service.

These communications are incorrect, contravene the conflict-of-interest guidelines that are part of the OES Wind-Up Plan, are inconsistent with the Minister's Directions and non-compliant with the requirements of the *Waste Diversion Transition Act, 2016* (WDTA) and the *Resource Recovery and Circular Economy Act, 2016* (RRCEA).

Please be advised of the following:

- OES is not being rebranded. It is being liquidated and will completely cease to operate soon after the wind up of the WEEE Program on December 31, 2020.
- EPRA will not operate a new provincial electronics recycling program. It is one of many producer responsibility organizations (PRO) that will be providing resource recovery services in a competitive marketplace under the new Electrical and Electronic Equipment Regulation.

Following the wind up of the WEEE Program operated by OES under the WDTA on December 31, 2020, a new program will begin on January 1, 2021 under the EEE Regulation issued by the government on September 21, 2020 under the RRCEA. The EEE Regulation establishes a competitive market for service providers such as PROs and processors to provide resource recovery services to electronics producers. More information on Ontario new regulatory framework for resource recovery, including Electrical and Electronic Equipment is available [here](#).

Under the EEE Regulation, there is no requirement for municipalities to collect waste electronics from residents. However, a municipality may continue to do so, in which case it should enter into a contractual agreement with an electronics processor or PRO registered with the Authority to

ensure the waste electronics collected are picked up. Municipalities have the right to enter into an agreement with any PRO or processor registered with the Authority. Contact information for registered PROs is provided on the Authority's website [here](#) and for registered processors [here](#).

OES has utilized the services of EPRA to administer the program and EPRA is paid for those services out of the trust fund held by OES. As part of the OES Wind-Up Plan that was approved by the Authority on August 16, 2019, OES was required to implement conflict-of-interest measures to ensure EPRA does not gain an unfair advantage in the new competitive marketplace based on its special relationship as a service provider to OES. As part of these measures, OES was required to identify EPRA staff that are dedicated to the OES program and ensure they are firewalled from the rest of the EPRA organization. Additionally, an independent manager was retained under a contract with an advisory firm to manage the OES program wind up.

The Authority's inspection found evidence that OES-dedicated EPRA staff engaged in activities aimed at advancing EPRA's commercial interests in the new competitive marketplace established under the EEE Regulation, in contravention of the conflict-of-interest measures. These activities are also prohibited under s. 35 of the WDTA, which requires funds held in trust by OES are to be used for the purposes of delivering and winding up the WEEE program. Additionally, s. 2 of the RRCEA requires the Authority to promote competition in the provision of resource recovery services in order to achieve the Provincial Interests in reducing waste and litter, spurring innovation through competition in the waste management and resource recovery sectors, and advancing Ontario's circular economy.

As a result of the Authority's inspection findings, OES has agreed to cease using the trust fund to support activities promoting EPRA's commercial interests and has taken the following additional steps:

- The OES Program Wind-Up Oversight Manager has written to OES-dedicated staff to formally remind them:
  - "to adhere to the conflict of interest requirements as reviewed together previously",
  - to ensure that they "are not communicating with OES Program participants regarding EPRA's future role in the new program under the EEE Regulations", and
  - "if a program participant inquires about the transition...to refer that person to RPRA, or RPRA's website, and not to EPRA".
- The OES Board Chair has written to EPRA to:
  - remind EPRA of "the conflict of interest requirements outlined within the OES Wind-Up Plan", and
  - "request that EPRA ensures that non-OES dedicated employees will not engage with OES-dedicated employees for any purpose other than the administration of the OES Program and related OES Program Wind-Up requirements".
- The OES Program Wind-Up Oversight Manager has confirmed expenses incurred for the retention of counsel on this matter will not be reimbursed from the OES trust fund.

A competitive marketplace is a key contributor to achieving the objectives of the EEE Regulation. That marketplace will drive innovation in the design of products, as well as in the ability to recover resources from those products when they reach end of life. In this context, businesses entering the Ontario marketplace to compete with EPRA seek a level playing field, so that innovation can be introduced into that marketplace, while creating jobs in Ontario and contributing to the Ontario economy.

As the provincial regulator mandated to enforce the requirements of Ontario's circular economy regulatory framework, the Authority is committed to ensuring a level playing field for all market participants and will continue to monitor the marketplace for anti-competitive activities and will take immediate steps to ensure compliance with all legislated requirements.

If you have questions or concerns, please contact the Authority's compliance team at (647) 496-0530 or toll free at (833) 600-0530 or [registry@rpra.ca](mailto:registry@rpra.ca).

A handwritten signature in black ink, appearing to read 'Pat Moran', with a stylized, flowing script.

Pat Moran  
Registrar

Cc: Ontario Waste Management Association

**Solicitor General**

Office of the Solicitor General

25 Grosvenor Street, 18<sup>th</sup> Floor  
Toronto ON M7A 1Y6  
Tel: 416 325-0408  
MCSCS.Feedback@Ontario.ca

**Solliciteur général**

Bureau du solliciteur général

25, rue Grosvenor, 18<sup>e</sup> étage  
Toronto ON M7A 1Y6  
Tél. : 416 325-0408  
MCSCS.Feedback@Ontario.ca



132-2020-5553

**By email**

December 24, 2020

Dear Head of Council/Chief Administrative Officer/Municipal Clerk:

As you know, on January 1, 2019, amendments to the *Police Services Act* (PSA) came into force which mandate every municipality in Ontario to prepare and adopt a community safety and well-being (CSWB) plan, working in partnership with police services/boards and various other sectors, including health/mental health, education, community/social services, and children/youth services. As previously communicated, municipalities originally had two years from the in-force date to prepare and adopt their first CSWB plan (i.e., by January 1, 2021).

The government recognizes that the pandemic has created unprecedented challenges for communities across Ontario. Over the past several months, we have heard from municipal partners that resources have been redirected to the pandemic response and, as a result, some have experienced delays in their CSWB planning and engagement processes.

In an effort to support municipal, policing and community partners during the emergency, on April 14, 2020, the government passed the *Coronavirus (COVID-19) Support and Protection Act, 2020*, which amended the PSA to allow the Solicitor General to prescribe a new deadline for the completion and adoption of CSWB plans post January 1, 2021. This amendment came into force immediately upon Royal Assent.

**I would like to inform you that the new deadline for municipalities to prepare and adopt a CSWB plan is now July 1, 2021.** This extension provides municipalities with an additional six months to complete their plans.

This change will ensure municipalities, police services and local service providers can continue to dedicate the necessary capacity and resources to respond to COVID-19, while also providing adequate time to effectively undertake consultations, work collaboratively with multi-sectoral partners, and meet the legislative requirements to develop meaningful and effective CSWB plans.

Community partners continue to underscore the importance and need for this type of holistic planning that addresses crime and complex social issues on a long-term, sustainable basis and improves the safety and well-being of Ontario communities.

Despite the unforeseen challenges that the pandemic has created, it is encouraging to see municipalities across the province persevere and make significant progress on their CSWB plans through innovative and forward-thinking approaches.

I greatly appreciate your on-going support as we move forward on this modernized approach to CSWB together. Through collaboration, we will continue to build safer and stronger communities in Ontario.

Lastly, if municipalities have any questions about CSWB planning, please direct them to ministry staff, Tiana Biordi, Community Safety Analyst, at [Tiana.Biordi@ontario.ca](mailto:Tiana.Biordi@ontario.ca).

Sincerely,

A handwritten signature in black ink, appearing to read 'Sylvia Jones', with a stylized, cursive script.

Sylvia Jones  
Solicitor General

January 4, 2021

Dear Municipal Stakeholder,

I am pleased to announce that effective **January 1, 2021**, the province has expanded the on-road opportunities for off-road vehicle riders in some parts of Ontario. Off-road vehicle riders are expected to experience enhanced trail access resulting from the increased on-road connections to Ontario's off-road vehicle trail network. The changes apply only to municipalities listed in Ontario Regulation 8/03 and amend the way permitted off-road vehicles are allowed on-road access to municipal highways.

In municipalities listed in [Ontario Regulation 8/03](#), permitted off-road vehicles will be allowed by default on municipal highways unless the municipality has an existing by-law that restricts their use or creates a new by-law to prohibit or restrict the use of some or all off-road vehicles. These new provisions replace the previous requirement that municipalities had to enact a by-law to permit off-road vehicles to operate on municipal highways. The updated regulations can be found at [Ontario Regulation 316/03](#), and [Ontario Regulation 863](#).

It is important to note that the on-road access rules for off-road vehicles in municipalities that are not listed in Ontario Regulation 8/03 will continue to be subject to the existing regulatory framework under Ontario Regulation 316/03 and these municipalities are not affected by this change.

The equipment configuration and performance requirements for off-road vehicles as set out in Section 10 of Ontario Regulation 316/03 also remain unchanged. The *Highway Traffic Act* prohibition of drivers of any motor vehicles causing the vehicle to make unnecessary noise, for example through modification, also applies and violations are subject to fines.

In order to support municipalities with these changes, the ministry has provided a Municipal Guidance Document (attached) to help municipalities decide whether they need to take action to revoke, update or pass new by-laws related to on-road access by off-road vehicles on the highways under their jurisdiction.

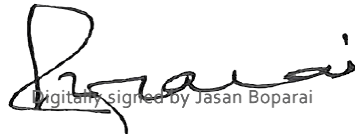
I ask you to kindly forward this notice and the attached Municipal Guidance Document to municipal staff responsible for traffic safety and those responsible for enforcing off-road vehicle laws in your area. Although changes have been previously announced on the Ontario Newsroom site and there will be a communication in the backgrounder issued by the Premier's Office, municipalities should ensure that the public and off-road vehicle riders are made aware of the rules in their area.

If there are any questions regarding off-road vehicles licencing, operation or equipment requirements referenced in the attached guidance material, please contact Angela Litrenta, Manager, Road Safety Program Development Office at (416) 235-5130 or [Angela.Litrenta@ontario.ca](mailto:Angela.Litrenta@ontario.ca).

If there are any questions regarding amendments to Ontario Regulation 316/03, and Ontario Regulation 863, please contact Ron Turcotte, Head, Safety Information Management Section, Provincial Traffic Office at (289)-407-9880 or [Ron.Turcotte@ontario.ca](mailto:Ron.Turcotte@ontario.ca).

Thank you for your assistance in communicating this change.

Sincerely,



Digitally signed by Jasan Boparai

Jasan Boparai  
Director

Attachment – Municipal Guidance document

Effective January 1, 2021, the Ministry of Transportation (MTO) is changing the way the province manages how off-road vehicles (ORVs) are allowed on-road in some municipalities.

The use of ORVs on highways is controlled under Section 191.8 of the [Highway Traffic Act](#) (HTA), [Ontario Regulation 316/03](#) made under the HTA, and municipal by-laws passed in accordance with the legislation and regulations. Currently, ORVs that meet the requirements in Ontario Regulation 316/03 are allowed on some provincial highways and municipal highways where a municipality has passed a by-law allowing the use of such ORVs on highways under their jurisdiction.

WHAT’S NEW?

Effective January 1, 2021, all ORVs that meet the requirements in Ontario Regulation 316/03 for ORVs permitted on-road, will be allowed by default on municipal highways under the jurisdiction of municipalities listed in [Ontario Regulation 8/03](#) unless the municipality has a by-law prohibiting or restricting the use of some or all such ORVs.

Municipalities that are not listed in Ontario Regulation 8/03 will continue to be subject to the existing regulatory framework and are not affected by this change. In these municipalities, ORVs will continue to be allowed only if the municipality has passed a by-law to allow permitted ORVs on municipal highways under their jurisdiction.

Municipal  
Considerations

Municipalities listed in Ontario Regulation 8/03 will continue to have the authority and make decisions about ORVs through by-law to:

▶ Prohibit ORVs on some or all highways



▶ Permit only specific ORVs on road



▶ Prohibit ORVs at specific hours of the day



▶ Impose additional lower speed limits



Local municipalities listed in Ontario Regulation 8/03 that wish to prohibit ORVs; or restrict the permitted types of ORVs; or restrict the time of day or the season when permitted types of ORVs are allowed on-road; or establish lower speed limits for these vehicles; may need to pass a new by-law.

Where a local municipality affected by the change has an existing by-law providing a blanket permission for ORVs on all municipal highways, the by-law would not be in conflict with the new regulations. If an existing by-law only permits some ORVs or restricts ORVs to only some highways, the municipality may have to revoke the by-law and pass a new by-law as outlined above if the municipality wishes to continue such restrictions.

There is no change to the enforcement of laws related to the use of ORVs. Any issues with the day-to-day operations of police services and the actions of police officers related to ORVs should be raised with the local chief of police or their designated representatives. All set fines can be found on the [Ontario Court of Justice website](#).

This document is provided primarily as a guide. For additional information please refer to the *Highway Traffic Act*, associated regulations and visit [Ontario.ca/ATV](#) for information and tips related to the operation of ORVs in Ontario.









# Provincial Requirements

## Off-road Vehicles Allowed On-road

Effective July 1, 2020, MTO made changes to add off-road motorcycles (ORM) and extreme terrain vehicles (XTV) to the existing list of ORVs permitted on-road. These two new ORV types are in addition to the currently permitted 4-wheeled ORV types.

**MUNICIPAL BY-LAWS:** Effective July 1, 2020, the two new ORV types added to the list of ORVs permitted on-road can be allowed on municipal highways in accordance with the HTA and Ontario Regulation 316/03.

ORV is a general term used to capture several different vehicles designed for off-road use, however, only certain off-road vehicles that meet the requirements in Ontario Regulation 316/03 are permitted on-road:

All-Terrain Vehicles	<p>“A “single-rider” all-terrain vehicle (ATV) is designed to travel on four tires, having a seat designed to be straddled by the operator, handlebars for steering control and it must be designed by the manufacturer to carry a driver only and no passengers.</p>	
	<p>A two-up ATV is designed and intended for use by an operator or an operator and a passenger. It is equipped with straddle-style seating and designed to carry only one passenger.</p>	
Side-by-Sides	<p>A recreational off-highway vehicle (ROV) has two abreast seats, typically built with a hood, and uses a steering wheel instead of a motorcycle steering handlebar.</p>	
	<p>A utility terrain vehicle (UTV) has similar characteristics to an ROV but typically also features a box bed. UTVs are generally designed for utility rather than for recreational purposes.</p>	
New Off-Road Vehicle Types	<p>Extreme Terrain Vehicles (XTVs), commonly referred to as Argos are 6+ wheeled off-road vehicles capable of riding in multiple terrains, including through water. These vehicles sometimes come with tracks, however, tracked versions are not being permitted on road and are restricted to off-road use only.</p>	
	<p>Off-Road Motorcycles (ORMs) are 2 wheeled off-road vehicles that come in varying configurations such as, but not limited to: Recreational ORM, Trail ORMs or Competition ORM.</p>	

**Ministry of Energy,  
Northern Development  
and Mines**

Office of the Minister

Office of the Associate Minister  
of Energy

77 Grenville Street, 10<sup>th</sup> Floor  
Toronto ON M7A 2C1  
Tel.: 416-327-6758

**Ministère de l'Énergie,  
du Développement du Nord  
et des Mines**

Bureau du ministre

Bureau du ministre associé  
de l'Énergie

77, rue Grenville, 10<sup>e</sup> étage  
Toronto ON M7A 2C1  
Tél. : 416 327-6758



January 5, 2021

Dear Stakeholder:

We are writing today to inform you that our government has revoked Ontario Regulation 355/17, effective January 1, 2021, removing the requirement to release a new Long-Term Energy Plan (LTEP) every three years.

As we indicated during our consultations this summer, revoking O. Reg. 355/17 is the first step toward our plan to reform Ontario's long-term energy planning process, building on our commitment to increase the effectiveness, transparency and accountability of energy decision-making in Ontario. Ontarians' confidence in our electricity system will be improved through the design and implementation of an improved framework.

As we develop this new framework, we will be calling upon you and a range of energy sector participants, experts, Indigenous leaders, and Ontario businesses and residents more broadly, to share your expertise, experience and ideas about how we can eliminate political interference and maximize transparency and accountability in our energy planning process. This new framework, with your support, will ensure that future decisions are made with an eye to cost, and in the best interest of Ontario's electricity customers.

In order to solicit broad-based feedback from across the province, the Ministry of Energy, Northern Development and Mines will be opening a formal 90-day engagement on the Environmental Registry of Ontario (ERO), through which we invite you to share your perspectives and expertise. Please monitor the ERO for this notice and for a more detailed timeline in the near future.

Our government, through the Ministry of Energy, Northern Development and Mines, is committed to building a transparent long-term energy planning framework that prioritizes Ontario's energy consumers. With your support, we are confident we will achieve this.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Rickford".

The Honourable Greg Rickford  
Minister of Energy, Northern  
Development and Mines

A handwritten signature in black ink, appearing to read "Bill Walker".

The Honourable Bill Walker  
Associate Minister of Energy



## MUNICIPALITY OF CHARLTON AND DACK

TEL: (705)-544-7525  
FAX: (705)-544-2369  
info@charltonanddack.com  
[www.charltonanddack.com](http://www.charltonanddack.com)

January 7<sup>th</sup>, 2021

The Honourable Doug Ford  
Premier of Ontario

Sent by email: doug.fordco@pc.ola.org

**RE: MOTION REGARDING - Insurance**

The following resolution was passed by the Council for the Municipality of Charlton and Dack on December 18<sup>th</sup>, 2020:

*WHEREAS the cost of municipal insurance in the Province of Ontario has continued to increase – with especially large increases going into 2021.*

*AND WHEREAS Joint and Several Liability continues to ask property taxpayers to carry the lion's share of a damage award when a municipality is found at minimum fault;*

*AND WHEREAS these increases are unsustainable and unfair and eat at critical municipal services;*

*AND WHEREAS the Association of Municipalities of Ontario outlined seven recommendations to address insurance issues including:*

- 1. The provincial government adopt a model of full proportionate liability to replace joint and several liability.*
- 2. Implement enhancements to the existing limitations period including the continued applicability of the existing 10 day rule on slip and fall cases given recent judicial interpretations and whether a 1 year limitation period may be beneficial.*
- 3. Implement a cap for economic loss awards.*
- 4. Increase the catastrophic impairment default benefit limit to \$2 million and increase the third party liability coverage to \$2 million in government regulated automobile insurance plans.*
- 5. Assess and implement additional measures which would support lower premiums or alternatives to the provision of insurance services by other entities such as non profit insurance reciprocals.*
- 6. Compel the insurance industry to supply all necessary financial evidence including premiums, claims and deductible limit changes which support its*



*and municipal arguments as to the fiscal impact of joint and several liability.*

7. *Establish a provincial and municipal working group to consider the above and put forward recommendations to the Attorney General.*

*THEREFORE BE IT RESOLVED THAT the Council for the Municipality of Charlton and Dack call on the Province of Ontario to immediately review these recommendations and to investigate the unethical practice of preferred vendors who are paid substantial amounts over industry standards, despite COVID 19 delays, as insurance premiums will soon be out of reach for many communities.*

*AND FURTHER BE IT RESOLVED THAT this motion be provided to the Honourable Doug Ford, Premier of Ontario, the Honourable Rod Phillips, Minister of Finance, the Honourable Doug Downey, Attorney General of Ontario, the Honourable John Vanthof, MPP for Timiskaming- Cochrane, and all Ontario municipalities.*

Yours Truly,

**Dan Thibeault**  
**Clerk Treasurer CAO**  
**Municipality of Charlton and Dack**

**CC:** Honourable Peter Bethlenfalvy, Minister of Finance  
Honourable Doug Downey, Attorney General of Ontario  
Honourable John Vanthof, MPP for Timiskaming- Cochrane  
All Ontario Municipalities

**Ministry of Agriculture,  
Food and Rural Affairs**

Office of the Minister

77 Grenville Street, 11th Floor  
Toronto, Ontario M7A 1B3  
Tel: 416-326-3074  
[www.ontario.ca/OMAFRA](http://www.ontario.ca/OMAFRA)

**Ministère de l'Agriculture, de  
l'Alimentation et des Affaires rurales**

Bureau du ministre

77, rue Grenville, 11<sup>e</sup> étage  
Toronto (Ontario) M7A 1B3  
Tél. : 416 326-3074  
[www.ontario.ca/MAAARO](http://www.ontario.ca/MAAARO)



Ontario

January 13, 2021

Logan Belanger  
Municipal Clerk  
City of Temiskaming Shores  
[lbanger@temiskamingshores.ca](mailto:lbanger@temiskamingshores.ca)

Dear Mr. Belanger:

Thank you for your letter, written on behalf of the City of Temiskaming Shores, regarding the Tile Loan Program.

I agree that tile drainage is a common and beneficial practice among farmers in Ontario that OMAFRA is taking very seriously. OMAFRA continues to monitor interest rates and the costs of installation on an ongoing basis.

We are currently developing plans to open public consultations on a new regulation which will seek to simplify the process for minor improvements to municipal drains and also simplify the process for approving updates to Engineer's Reports for changes to the design made during the construction.

As more information becomes available, the ministry will notify municipalities.

Again, thank you for writing.

Sincerely,

Ernie Hardeman  
Minister of Agriculture, Food and Rural Affairs

**COVID-19 Reminders**

- Practise physical distancing – stay 2 metres away from others in public
- Wash your hands – with soap and water thoroughly and often
- Get the facts - [www.ontario.ca/page/covid-19-stop-spread](http://www.ontario.ca/page/covid-19-stop-spread)





**Corporation of the  
Municipality of West Grey**

402813 Grey Road 4  
RR 2 Durham, ON N0G 1R0  
519-369-2200

**January 13, 2021**

**Re: Schedule 8 of the Provincial Budget Bill 229, Protect, Support and Recover from COVID-19 Act**

WHEREAS the Ontario Government proposes amendments to the Crown Forest Sustainability Act in Schedule 8 of the Provincial Budget Bill 229, Protect, Support and Recover from COVID-19 Act (Budget Measures), 2020;

WHEREAS the Crown Forest Sustainability Act applies to almost two thirds of Ontario's land base which amounts to over 70 million hectares of land that is habitat for many species at risk;

WHEREAS Bill 229 schedule 8 amends the Crown Forest Sustainability Act in order to exempt all forestry operations from mandatory consideration of species at risk protection and recovery as mandated by the Endangered Species Act;

WHEREAS Bill 229 schedule 8 removes the ability to issue orders in circumstances when there is imminent danger to a species at risk;

THEREFORE BE IT RESOLVED THAT West Grey council requests the Province of Ontario repeal schedule 8 of Bill 229 and that a copy of this resolution be forwarded to:

Premier Ford

Minister Philips, Minister of Finance

Minister Yakabuski, Minister of Natural Resources and Forestry

Minister Yurek, Minister of the Environment, Conservation and Parks

MPP Bill Walker, Bruce-Grey-Owen Sound

MPP Ian Arthur, NDP Environment Critic

Grey County Council  
Ontario municipalities  
Association of Municipalities of Ontario  
Conservation Ontario  
Saugeen Valley Conservation Authority  
Grey Sauble Conservation Authority

Respectfully,

Genevieve Scharback,  
Director of Administration / Clerk  
Municipality of West Grey

---

**[www.westgrey.com](http://www.westgrey.com)**

**Ministry of  
Transportation**

Office of the Minister

777 Bay Street, 5<sup>th</sup> Floor  
Toronto ON M7A 1Z8  
416 327-9200  
[www.ontario.ca/transportation](http://www.ontario.ca/transportation)

**Ministère des  
Transports**

Bureau de la ministre

777, rue Bay, 5<sup>e</sup> étage  
Toronto ON M7A 1Z8  
416 327-9200  
[www.ontario.ca/transports](http://www.ontario.ca/transports)



January 14, 2021

107-2020-5060

Mayor Carman Kidd  
City of Temiskaming Shores  
325 Farr Drive, PO Box 2050  
Haileybury ON P0J 1K0

Dear Mayor Kidd:

I am pleased to announce the launch of the 2020-21 Gas Tax Program and to advise you of your funding allocation.

Our government is committed to working with municipalities to improve Ontario's transportation network and support economic growth. Investing in transit will reduce traffic congestion, create jobs and help businesses to develop and prosper.

The City of Temiskaming Shores will be eligible to receive an allocation of **\$140,745** for this program year.

In the coming days, we will forward the electronic versions of your Letter of Agreement, along with program guidelines, reporting forms and the Canadian Content for Transit Vehicle Procurement policy to the primary contact at the City of Temiskaming Shores.

Please return a scanned copy of the signed Letter of Agreement in pdf format, the required supporting by-law (if applicable) and the 2020 Reporting Forms to **MTO-PGT@ontario.ca**.

The City of Temiskaming Shores currently provides a public transit service that includes service to, and receives financial contributions from, the Town of Colbalt.

As your municipality is the host for the provision of this joint service, we therefore request that your supporting Council by-law confirm that your municipality is continuing to act as the host for the other supporting municipalities.



In the 2019 Budget, the province committed to reviewing the current program, in consultation with municipalities, to identify opportunities for improvement. Following a careful consideration of municipal and transit stakeholder feedback, the ministry implemented two changes that were identified as areas for improvement to the 2019-20 program:

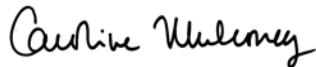
- The baseline spending requirement was removed; and
- Municipalities were permitted to submit a scanned copy of the municipal by-law instead of a certified copy.

The review of the Gas Tax program has been completed and no additional changes are being considered for the 2020-21 program.

The ministry recognizes the impact that COVID-19 has had on municipal transit systems in 2020. We will continue to monitor the impacts to key elements, such as municipal transit ridership and the availability of funding that is generated from the sale of gasoline, as these influence the Gas Tax allocations for the 2021-22 program.

If you have any questions regarding the program, please contact Jamie Pearce, Director, Municipal Programs Branch, at (437) 218-1788.

Sincerely,



Caroline Mulroney  
Minister of Transportation

- c. John Vanthof, MPP, Timiskaming—Cochrane  
His Worship George Othmer, Mayor, Town of Cobalt

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES  
ACCESSIBILITY ADVISORY COMMITTEE REGULAR MEETING**

Wednesday, December 9, 2020 – 10:30 AM

VIRTUAL MEETING

---

Vision Statement: All people of the City of Temiskaming Shores shall live in dignity, with independence, inclusion and equal opportunity.

Mission Statement: To ensure through education, promotion, and advocacy, that all persons with disabilities can with dignity and independence have full, equal, inclusionary participation and opportunity within the boundaries of the City of Temiskaming Shores.

**MINUTES**

**1. CALL TO ORDER**

Meeting called to order at 10:32 a.m.

**2. ROLL CALL**

MEMBERS:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Janice Labonte         | <input checked="" type="checkbox"/> George Depencier           |
| <input checked="" type="checkbox"/> Patricia Hewitt (CNIB) | <input checked="" type="checkbox"/> Nicki Duke                 |
| <input checked="" type="checkbox"/> Walter Humeniuk        | <input checked="" type="checkbox"/> Josette Cote               |
| <input checked="" type="checkbox"/> Carman Kidd (Mayor)    | <input checked="" type="checkbox"/> Mike McArthur (Councillor) |

CITY STAFF:

- ☒ Christopher Oslund, City Manager
- ☒ Shelly Zubyck, Director of Corporate Services
- ☒ Matt Bahm, Director of Recreation

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

None

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

None

## **5. APPROVAL OF AGENDA**

Moved by: George Depencier

Seconded by: Josette Cote

Be it resolved that:

The agenda for the December 9, 2020 TSAAC meeting be approved as printed.

**CARRIED**

## **6. BUSINESS ARISING FROM THE MINUTES**

Committee member Josette Cote requested that the City publish the 2021 Recycling/Garbage Collection schedule in both the Temiskaming Speaker and Weekender. Chris Oslund indicated he would speak with the City staff person responsible for the schedule.

## **7. ADOPTION OF PREVIOUS MINUTES**

Moved by: Walter Humenuik

Seconded by: Janice Labonte

Be it resolved that:

The Minutes for the January 15, 2020 TSAAC meeting be approved as printed.

**CARRIED**

## **8. DELEGATION/PRESENTATION**

None

## **9. CORRESPONDENCE**

### **a) Annual Accessibility Status Report from Logan Belanger, Municipal Clerk – City of Temiskaming Shores**

Moved by: Councillor Mike McArthur

Seconded by: Josette Cote

Be it resolved that:

The Temiskaming Shores Accessibility Advisory Committee hereby acknowledges receipt of the Annual Accessibility Report for 2020.

**CARRIED**

## **10. NEW BUSINESS**

### **a) Site Plan Review – R.K. Breau Holdings**

Shelly Zubychk circulated the site plan for the residential complex development which is to be constructed in the Breault's subdivision. Shelly informed the Committee that all accessibility requirements have been addressed in the site plan.

### **b) 2021 Proposed Operating and Capital Projects**

Matt Bahm reviewed the proposed 2021 Operating and Capital projects within the Recreation and Property Maintenance departments that would be of interest to the Committee such as the Splash Pad construction and on-going accessibility upgrades to the Don Shepherdson Memorial Arena.

Chris Oslund informed the Committee of other proposed projects for 2021 such as the Audio/Visual upgrades to Council Chambers in City Hall and the installation of Pedestrian crosswalks.

### **c) Inclusive Community Grant – Funding Opportunity**

Moved by: Janice Labonte

Seconded by: Nicki Duke

Be it resolved that:

The Temiskaming Shores Accessibility Advisory Committee hereby supports the funding application submission to the Inclusive Community Grant for the Age Friendly Community Wayfinding Project.

**CARRIED**

### **d) Bus Shelter – Temiskaming Shores Public Library – New Liskeard location**

Committee member Josette Cote suggested the City consider a transit shelter at the new location of the Temiskaming Shores Library – New Liskeard Branch, as it is a well-used transit stop with the grocery store being located in the same area. The Committee agreed this would be an ideal location for a shelter and requested consideration by the Transit Committee.

**11. SCHEDULING OF MEETINGS**

Moved by: Nikki Duke

Seconded by: George Depencier

Be it resolved that:

The next regular TSAAC meeting is to be held in the Spring of 2021.

**CARRIED**

**12. ITEMS FOR FUTURE MEETINGS**

- Public Engagements
- Public Education Campaigns

**15. ADJOURNMENT**

Moved: Walter Humeniuk

Seconded by: Janice Labonte

Be it resolved that:

TSAAC adjourns at 12:18 p.m.

**CARRIED**

## **1.0 CALL TO ORDER**

The meeting was called to order at 10:41 a.m.

## **2.0 ROLL CALL**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Mayor Carman Kidd          | <input checked="" type="checkbox"/> Chris Oslund, City Manager                          |
| <input checked="" type="checkbox"/> Councillor Doug Jelly      | <input checked="" type="checkbox"/> Matt Bahm, Director of Recreation                   |
| <input checked="" type="checkbox"/> Councillor Danny Whalen    | <input checked="" type="checkbox"/> Paul Allair, Superintendent of Parks and Facilities |
| <input checked="" type="checkbox"/> Kelly Conlin, Deputy Clerk |   |

## **3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA**

None

## **4.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

None

## **5.0 ADOPTION OF AGENDA**

Recommendation BM-2020-015

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee Meeting Agenda for the December 2, 2020 meeting be adopted as printed.

**Carried**

## **6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES**

Recommendation BM-2020-016

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Committee Meeting previous meeting minutes of November 5, 2020 be adopted as presented.

**Carried**

## **7.0 CORRESPONDENCE**

## **8.0 UNFINISHED BUSINESS**

### **8.1 Budget 2021**

Matt Bahm informed the Committee that there have not been any drastic changes to the draft 2021 budget in either Operations or Capital and will proceed to Council for their review at the Special Council meetings next week.

### **8.2 New Liskeard Marina Building**

Matt Bahm informed the Committee of the results of the RFP for the New Liskeard Marina Building. There were two bids received for the space, both of which were proposing marina operations along with a food establishment.

Currently, there are funds proposed as part of the 2021 budget to address the structural issues with the building as per an engineer's report. Staff is expecting further details from the potential tenant. On-going.

## **9.0 NEW BUSINESS**

### **9.1 2020 Building Maintenance Projects Update**

Matt Bahm summarized the completed 2020 Capital and Operating projects.

### **9.2 Building Maintenance Department Update**

The Committee was made aware of an upcoming retirement at the end of 2020 within the Building Maintenance Department. The vacant position was filled internally and job shadowing has begun.

## **10.0 NEXT MEETING**

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

## **11.0 ADJOURNMENT**

Recommendation BM-2020-017

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned at 11:25 a.m.

**Carried**

**1. CALL TO ORDER**

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

**2. ROLL CALL**

☒ Mayor Carman Kidd

☒ Shelly Zubych, Director of Corporate Services

☒ Councillor Jeff Laferriere

☒ Laura Lee MacLeod, Treasurer

☒ Councillor Danny Whalen

☒ Kelly Conlin, Deputy Clerk

☒ Logan Belanger, Municipal Clerk

☒ Christopher W. Oslund, City Manager

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

None

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

None

**5. APPROVAL OF AGENDA**

Recommendation CS-2020-065

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee agenda for the December 2, 2020 meeting be approved as printed.

**CARRIED**

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

Recommendation CS-2020-066

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee minutes of the October 26, 2020 and November 24, 2020 meeting be approved as presented.

**CARRIED**



**7. UNFINISHED BUSINESS**

**7.1 2021 Budget**

Staff are currently working on incorporating changes as per the recently ratified union agreement, outside agency levy information, and any other necessary changes following further staff review. Staff are prepared to present to Council at the Special Budget meetings scheduled for December 8 & 9, 2020.

*Recommendation CS-2020-067*

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee hereby endorses the 2021 Operating Budget as presented; and recommends presenting to Council for their consideration.

**CARRIED**

*Recommendation CS-2020-068*

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby endorses the 2021 Capital Budget as presented; and recommends presenting to Council for their consideration.

**CARRIED**

**7.2 Request for Tender Results – Temiskaming Shores Library Buildings**

*Recommendation CS-2020-069*

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby recommends accepting the offer from Woodland Heritage in the amount of \$275,000 for the former New Liskeard Library Building (50 Whitewood Avenue).

**CARRIED**

**8. CLOSED SESSION**

*Recommendation CS-2020-070*

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee convene into Closed Session at 12:26 p.m. to discuss the following matters under Section 239 (2) (b) of the Municipal Act, 2001: personal matters about an identifiable individual, including municipal or local board employees; *Business owner concern with parking around food establishment.*

**CARRIED**

**CORPORATE SERVICES COMMITTEE MINUTES**

Tuesday, December 2, 2020 – 12:00 PM.

Haileybury Boardroom – City Hall

Chair – Councillor Jeff Laferriere

**Recommendation CS-2020-071**

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee rise without report at 12:40 p.m.

**CARRIED**

The Committee provided direction to staff

**9. NEXT MEETING**

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

**10. ADJOURNMENT**

**Recommendation CS-2020-072**

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee meeting is adjourned at 12:41 a.m.

**CARRIED**

\_\_\_\_\_  
**COMMITTEE CHAIR**

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

**1. CALL TO ORDER**

The meeting was called to order at 9:00 a.m.

**2. ROLL CALL**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Mayor Carman Kidd                                   | <input checked="" type="checkbox"/> Mitch Lafreniere, Manager of Transportation Services |
| <input checked="" type="checkbox"/> Councillor Doug Jelly                               | <input checked="" type="checkbox"/> Darrell Phaneuf, Environmental Superintendent        |
| <input checked="" type="checkbox"/> Councillor Danny Whalen                             | <input type="checkbox"/> Jamie Sheppard, Transportation Superintendent                   |
| <input checked="" type="checkbox"/> Chris Oslund, City Manager                          | <input checked="" type="checkbox"/> Kelly Conlin, Deputy Clerk                           |
| <input checked="" type="checkbox"/> Steve Burnett, Technical & Environmental Compliance |  |

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

None

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

None

**5. APPROVAL OF AGENDA**

Recommendation PW-2020-043

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee agenda for the December 2, 2020 meeting be approved as printed.

**Carried**

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

Recommendation PW-2020-044

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee minutes for the November 5, 2020 regular meeting be adopted as presented.

**Carried**

**7. PRESENTATIONS**

None

**8. INTERNAL/EXTERNAL CORRESPONDENCE**

None

**9. UNFINISHED BUSINESS**

**9.1 2021 Roadway Rehabilitation Program**

The Committee was presented with the draft 2021 Roadway rehabilitation program, which outlines \$5 million dollars in spending over 2 years. This program is included as part of the 2021 budget. If approved, the Committee, together with Council will have to determine what sections of roadways will be included in the program.

Recommendation PW-2020-045

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby supports a \$5 million dollar financing plan to complete a 2-year Roadway Rehabilitation Program.

**Carried**

**9.2 WOOD - New Waste Management Capacity**

Steve Burnett reported that the final review of the pre-submission to the Ministry is now complete. Final approval will likely be in the Spring of 2021.

**9.3 Public Works Department Update**

Mitch Lafreniere provided the Committee with an update in regards to current operations and staff changes within the Public Works Department.

**9.4 Blue Box Program**

The Committee was provided a copy of a letter sent by the Association of Municipalities of Ontario (AMO) to the Ministry of the Environment, Conservation and Parks in regards to the proposed regulation and regulatory amendment to make producers responsible for operation blue box programs. The letter outlined points of support in regards to certain elements within the regulation, as well as, areas that are problematic and required amendments. On -going.

## **9.5 Clean Fill/Snow Dump location**

For the 2021 winter season, MD Transport on Clover Valley Road has offered to be a fill location. Snow dumps will continue to be in their designated locations. The expansion of the New Liskeard landfill will include a space for snow dump/fill location.

## **10. NEW BUSINESS**

### **10.1 Little Beach Trees**

Committee Chair Doug Jelly brought forward a question in regards to ownership of an area known as “Little Beach” at the end of Elm street in New Liskeard. He indicated this is a popular walking area, and there are several trees, as well as, erosion along the shoreline. Public Works Canada owns the property in question; however, they may allow the City to perform some maintenance.

Recommendation PW-2020-046

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby directs staff to contact Public Works Canada in regards to their property known as “Little Beach”.

**Carried**

## **11. NEXT MEETING**

The next meeting of the Public Works Committee is scheduled for December 16, 2020 commence at 9:00 a.m.

## **12. ADJOURNMENT**

Recommendation PW-2020-047

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee meeting is adjourned at 10:25 a.m.

**Carried**

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**COMMITTEE CHAIR**

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**COMMITTEE SECRETARY**

**1. CALL TO ORDER**

The meeting was called to order at 8:58 a.m.

**2. ROLL CALL**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Mayor Carman Kidd                                   | <input checked="" type="checkbox"/> Mitch Lafreniere, Manager of Transportation Services |
| <input checked="" type="checkbox"/> Councillor Doug Jelly                               | <input checked="" type="checkbox"/> Darrell Phaneuf, Environmental Superintendent        |
| <input checked="" type="checkbox"/> Councillor Danny Whalen                             | <input checked="" type="checkbox"/> Jamie Sheppard, Transportation Superintendent        |
| <input checked="" type="checkbox"/> Chris Oslund, City Manager                          | <input checked="" type="checkbox"/> Kelly Conlin, Deputy Clerk                           |
| <input checked="" type="checkbox"/> Steve Burnett, Technical & Environmental Compliance |  |

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

None

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

None

**5. APPROVAL OF AGENDA**

Recommendation PW-2020-048

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee agenda for the December 16, 2020 meeting be approved as printed.

**CARRIED**

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

Recommendation PW-2020-049

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee minutes for the December 2, 2020 regular meeting be adopted as presented.

**CARRIED**

**7. PRESENTATIONS**

**8. INTERNAL/EXTERNAL CORRESPONDENCE**

**9. UNFINISHED BUSINESS**

**9.1 2021 -2022 Roadway Rehabilitation Program**

After further review, the Committee determined that more work is required to prioritize which roadways will be rehabilitated within the program and in which year of the program. The Committee agreed that Dales Road should be removed and more discussion needs to occur with the Township of Harley regarding Uno Park Road. The Committee also requested that staff investigate Glen Hill Road and Golf Course Road from Highway 11 to the first bridge. On-going.

**9.2 2021 Fleet Replacement**

Steve Langford joined the meeting via teleconference to advise the Committee that work on the Fire Rescue vehicle requirements is underway and the information for the tender documents should be available by the end of January.

Mitch Lafreniere spoke to the Committee about the ability to purchase used fleet at auction or via online sales.

Recommendation PW-2020-050:  
Moved by: Mayor Carman Kidd

Be it resolved that the Public Works Committee hereby recommends to Council that they delegate authority to the Manager of Transportation Services to purchase two (2) used garbage trucks within the approved budget limit of \$120,000; including sole sourced options resulting from auctions or online sales.

**CARRIED**

**9.3 2021 Public Works Budget**

Now that the 2021 budget has been approved, staff will begin to work on 2021 capital and operating projects. The Committee will be kept informed of on-going projects.

**10. NEW BUSINESS**

**10.1 Sewer Capacity**

As a follow up to a question from Councillor Danny Whalen at a recent Council meeting, Steve Burnett advised the Committee that the water and sewer capacity is sufficient in the area of the proposed development at the former Haileybury Public School.

## **11. NEXT MEETING**

The next meeting of the Public Works Committee is scheduled for January 21, 2021 to commence at 9:00 a.m.

## **12. ADJOURNMENT**

Recommendation PW-2020-051

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee meeting is adjourned at 10:25 a.m.

**CARRIED**

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**COMMITTEE CHAIR**

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**COMMITTEE SECRETARY**



**1. CALL TO ORDER**

Meeting called to order at 6:28 p.m.

**2. ROLL CALL**

**Public Appointees:**

☒ Richard Beauchamp

☐ Danny Lavigne

☒ Chuck Durrant

☒ Robert Ritchie

☒ Simone Holzamer

**City Representation:**

☒ Mayor Carman Kidd

☒ Matt Bahm, Director of Recreation

☒ Councillor Mike McArthur

☒ Paul Allair, Superintendent of Parks

☒ Councillor Jesse Foley

☒ Jeff Thompson, Superintendent of Programming

☒ Chris Oslund, City Manager

☒ Kelly Conlin, Deputy Clerk

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

None

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

None

**5. APPROVAL OF AGENDA**

Recommendation RS-2020-056

Moved by: Chuck Durrant

Be it resolved that:

The Recreation Committee agenda for the December 14, 2020 meeting be approved as printed.

**CARRIED**

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

### Recommendation RS-2020-057

Moved by: Mayor Carman Kidd

Be it resolved that:

The Recreation Committee minutes of the November 9, 2020 meeting be approved as presented.

**CARRIED**

## **7. CORRESPONDENCE**

### 7.1 Elizabeth Pahkala – Lions Park Outdoor Rink

#### Recommendation RS-2020-058

Moved by: Chuck Durrant

Be it resolved that:

The Recreation Committee hereby acknowledges receipt of the email from Elizabeth Pahkala requesting an outdoor rink at the Lion's Park located at the corner of Dixon St and Broadwood Ave in New Liskeard; and further, the Recreation Committee hereby denies the request at this time.

**CARRIED**

## **8. UNFINISHED BUSINESS**

## **9. NEW BUSINESS**

### 9.1 Programming Update (Verbal)

Jeff Thompson informed the Committee of upcoming programming activities such as the Holiday swim schedule, pickle ball, line dancing and public skating. New gym equipment is also scheduled to arrive in the facility in early January.

### 9.2 Parks and Facilities Update (Verbal)

Paul Allair informed the Committee that Recreation staff have been removing dead tree within the parks, we well as, working to get the prepare the outdoor rinks for the winter season. Staff will also be working on a skating path near the waterfront in New Liskeard.

9.3 Directors Update (Verbal)

Matt Bahm reported on several items such as; ongoing discussions with Bucke Park Operators for the 2021 camping season, a number of Government Funding Applications, the New Liskeard Marina Building, and the startup of a local Pickle Ball League.

9.4 2021 Budget

The 2021 Budget for both Capital and Operating was approved by Council last week. Some highlights from the 2021 budget include:

- Extra Summer student for grass cutting
- Splash Pad construction
- Accessibility Upgrades at Don Shepherdson Memorial Arena
- Active Transportation Plan
- Resurfacing of the Tennis Courts in New Liskeard

9.5 Public Skating

Matt Bahm is suggesting the City offer a Holiday ice rental rate for people who wish to book the ice for a private skating session or sponsor a public skating session. The suggested rate is \$50.00/45 minute session.

Recommendation RS-2020-059

Moved by: Richard Beauchamp

Be it resolved that:

The Recreation Committee hereby approves the Holiday ice rental rate of \$50.00/45 minute session.

**CARRIED**

9.6 Facility Reopening Plans

Matt informed the Committee that the facility re-opening plans are being reviewed and changed as necessary to match the current COVID-19 guidelines for our district. Should any Committee member have questions or receive questions from the public, they should be directed to Matt.

**9.7 Hall Rentals**

Staff learned last Thursday of a COVID-19 case related to an event held at Riverside Place. Matt reminded the Committee that having halls available to rent is currently permitted in our zone and COVID-19 guidelines and protocols are in place for all renters and staff. Following the news of the positive case, Riverside Place was closed for 3 days to allow for staff to complete a deep clean, although the facility had been thoroughly cleaned following the event in question.

**10. NEXT MEETING**

The next Recreation Committee Meetings are will be scheduled as follows:

- January 11, 2021
- February 8, 2021
- March 8, 2021

**11. ADJOURNMENT**

Recommendation RS-2020-060

Moved by: Councillor Jesse Foley

Be it resolved that:

The Recreation Committee meeting is adjourned at 7:30 p.m.

**CARRIED**

\_\_\_\_\_  
**COMMITTEE CHAIR**

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



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

December 21, 2020

TO:  
The Honourable Doug Ford ([premier@ontario.ca](mailto:premier@ontario.ca))  
Premier of Ontario

AND TO:  
Minister of Health Hon. Christine Elliott ([christine.elliott@pc.ola.org](mailto:christine.elliott@pc.ola.org))

Board of Health for the Windsor-Essex County Health Unit  
Attention: Lee Anne Damphouse, Executive Assistant to the Medical Officer of Health,  
CEO, and Board of Health ([ldamphouse@wechu.org](mailto:ldamphouse@wechu.org))

The Windsor-Essex County Health Unit ([wahmed@wechu.org](mailto:wahmed@wechu.org))  
Attention: Dr. Wajid Ahmed  
Medical Officer of Health, Windsor-Essex County Health Unit

Dear Premier:

**RE: Letter of Support for Small Businesses**

At its Regular Meeting held on December 14, 2020 Kingsville Council passed the following Resolution:

"704-2020

Moved By Councillor Kimberly DeYong  
Seconded By Councillor Larry Patterson

Attention: Premier Doug Ford

WHEREAS the health and safety of Ontarians is the number one priority and health is a state of physical, mental and social well-being, not merely the absence of disease;

AND WHEREAS many businesses rely on the holiday season for their financial strength and whereby these businesses have faced unprecedented difficult times throughout 2020 due to the COVID-19 pandemic restrictions;

AND WHEREAS closing our small local businesses during the holiday season means many will not survive and business owners and their employees will lose their livelihoods;

AND WHEREAS the Town of Kingsville's commercial businesses are predominately made up of small independently owned businesses and closing them will force residents to travel out of town into larger crowds increasing their exposure to COVID-19;

AND WHEREAS our small independent businesses have every reason to keep customers safe and are able to ensure limited capacity, customer contact tracing and disinfecting in-between customers and may be able to offer curb-side and delivery.

NOW THEREFORE BE IT RESOLVED that the Town of Kingsville calls upon the Premier of Ontario, Doug Ford, as well as the Ontario cabinet and Health officials, to protect the health of Ontarians and our small businesses by allowing them to remain open to in-store sales and service with limited capacity and increased safety measures;

AND THAT this resolution be forwarded to: All Ontario municipalities; Minister of Economic Development, Job Creation and Trade Hon. Victor Fedeli; Associate Minister of Small Business and Red Tape Reduction Hon Prabmeet Singh Sarkaria; Minister of Health Hon. Christine Elliott; Minister of Finance Hon. Rod Phillips; Associate Minister of Mental Health and Addictions Hon. Michael A. Tibollo; MPP Taras Natyshak; the Windsor-Essex County Health Unit Board of Health; and the Windsor-Essex County Health Unit Medical Officer of Health Dr. Wajid Ahmed.

CARRIED"

Yours very truly,



Sandra Kitchen, Deputy Clerk-Council Services  
Legislative Services Department  
[skitchen@kingsville.ca](mailto:skitchen@kingsville.ca)

cc:

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

Minister of Economic Development, Job Creation and Trade Hon. Victor Fedeli  
Email [vic.fedeli@pc.ola.org](mailto:vic.fedeli@pc.ola.org)

Associate Minister of Small Business and Red Tape Reduction Hon Prabmeet Singh  
Sarkaria  
Email: [prabmeet.sarkaria@pc.ola.org](mailto:prabmeet.sarkaria@pc.ola.org)

Minister of Finance Hon. Rod Phillips  
Email: [rod.phillips@pc.ola.org](mailto:rod.phillips@pc.ola.org)

Associate Minister of Mental Health and Addictions Hon. Michael A. Tibollo  
Email: [michael.tibolloCO@pc.ola.org](mailto:michael.tibolloCO@pc.ola.org)

All Ontario Municipalities

# **Memo**

**To:** Mayor and Council  
**From:** Logan Belanger, Municipal Clerk  
**Date:** January 19, 2021  
**Subject:** Change Order – Grant Municipal Drain Repair  
**Attachments:** **Appendix 01** – Contract Change Order Quote

---

Mayor and Council:

On December 15, 2020 Council considered and approved Administrative Report No. CS-051-2020 and By-law No. 2020-128, for the repair to the Grant Municipal Drain, in the amount of \$8,440 plus applicable taxes. This project also included an investigative hourly rate to inspect an area of concern due to possible pipe separation.

Repair work on the drain commenced on January 11, 2021, and the investigation determined a flattened pipe, requiring removal and reinstallation, with two concrete collars and backfill. As a result, Pedersen Construction supplied a quote for the additional work in the amount of \$17,000 plus HST (Appendix 01), to complete the associated work. The project also required an additional 3 hours of investigation to determine the extent of the repair, at the agreed upon hourly rate of \$590, as well as a considerable amount of additional rip rap material (total of 40 tonne required versus the original estimate of 1 tonne).

To ensure a comprehensive review of the remaining pipe condition, the City's Drainage Superintendent authorized Ray & Son's to complete a camera pipe inspection to determine if future work is required.

In accordance with the City's Purchasing Policy By-law No. 2017-015, the City Manager authorized the contract change order to complete the necessary repairs, while the contractor and equipment was mobilized on site, with the provision that it be brought back to Council as soon as possible for formal approval.

The 2021 General Operating budget (approved in principle on December 15, 2020), allocated 2.7 percent of the original project costs to the City, and the balance for maintenance will be assessed and divided among the benefitting land owners (in accordance with the Drainage Act). The Contract Change Order will increase Council's contribution/budget by \$548.



Description	Original Contract Value	Revised Contract Value
Lump Sum Project	7,820.00	24,820.00
Supply and place additional tonnage of Rip Rap	30.00	1,200.00
Investigative Hourly Rate	590.00	2,360.00
<b>Total</b>	<b>8,440.00</b>	<b>28,380.00</b>

It is recommended that Council approves a Contract Change Order of \$19,940 to the contract with Pedersen Construction (2013) Inc. for repairs to the Grant Municipal Drain, as authorized by By-law No. 2020-128, resulting in a revised contract value of \$28,380, plus applicable taxes.

Prepared by:

Reviewed by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Logan Belanger  
Municipal Clerk

Shelly Zubyck  
Director of Corporate  
Services

Christopher W. Oslund  
City Manager



(705) 647-6223  
Fax (705) 647-8851

# Pedersen Construction (2013) Inc.

Hwy. 11 & 65 West, P.O. Box 2409, New Liskeard, Ontario P0J 1P0

E-mail: info@pedersenconstruction.ca

January 11, 2021

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

Attention: Logan Belanger

Tel: 705-672-3368

E-mail: lbelanger@temiskamingshores.ca

Dear Logan,

**Quotation: Grant Municipal Drain Repair**  
**CS-FRW-001-2020 / Change Order No. 1**

---

We hereby quote the following additional work for change order #1 to remove existing flattened pipe (900mm) and reinstall 900mm dia. drain.

## **Part A – Pipe Installation**

- 1) Remove 24 lineal meters of 900mm HDPE farm drain.
- 2) Reinstall 6 lineal meters of the existing HDPE pipe c/w granular bedding and cover material and native backfill.
- 3) Supply and install 18 lineal meters of 900mm HDPE pipe c/w granular bedding and cover material and native backfill.

**24 m @ \$500.00/m = \$12,000.00**

## **Part B – Concrete Collars**

- 1) Supply and install (2) concrete collars.

**2 each @ \$2,500.00 = \$5,000.00**

**TOTAL = \$17,000.00**

## **Notes:**

- (1) HST Extra.

Yours truly,

Karl Pedersen  
President

# **Memo**

**To:** Mayor and Council  
**From:** James Franks, Economic Development Officer  
**Date:** January 19, 2021  
**Subject:** Ice Fishing Challenge  
**Attachments:** **Appendix 01** – Letter from Angler's Atlas

---

Mayor and Council:

I received the presentation from Angler's Atlas promoting their MyCatch Tournaments application. The program has some value in the fact that the City would be matched up against other communities in Ontario and our anglers could post their pictures to be crowned the largest fish in Ontario. The participation cost of \$1,000 is not excessive, however the City would need to spend additional dollars on promoting the project locally to ensure that local anglers knew to register. I am concerned that since this is a new app and a new process that we would not be able to build usage of the app by local anglers fast enough to get Temiskaming Shores noticed on the platform.

The idea of providing an opportunity for residents to be able to participate in a virtual ice fishing tournament has value and in fact, the Rotary Club has been discussing the opportunity since the fall of 2020. They have a meeting scheduled for January 14th to decide if they can put on a fundraising tournament to enable them to raise funds for their support of the Rotary Splashpad project. I will be able to provide a verbal update at the January 19th Council meeting.

I have provided the presentation from Angler's Atlas to the Rotary Club for their consideration in their planning for a virtual ice fishing derby. They have also researched other virtual apps that may be more suitable. I suggest that the City let the Rotary Club decide whether or not to move forward with this program as they may be able to use the tournament as a fundraising opportunity rather than a taxpayer funded program.

Prepared by:

Reviewed by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

James Franks  
Economic Development  
Officer

Shelly Zubycck  
Director of Corporate  
Services

Christopher W. Oslund  
City Manager

# Ontario

## Ice Fishing Challenge

A Covid-safe ice fishing tournament to help Ontario anglers get out and go fishing this winter.

**Will your town be crowned  
the *Ice Fishing Capital*?**



*Event runs February 13 to March 7, 2021 across Ontario.*

by [Sean Simmons](#), President of Angler's Atlas and MyCatch



**MyCatch**  
Tournaments

# Background

- In November 2020, we held discussions with several economic development and tourism officials in Ontario regarding a Covid-safe ice fishing tournament series.
- These tournaments use a mobile app called **MyCatch**. Anglers take a picture of the fish on a measuring device and **MyCatch** does the rest.
- Here are some ways your community can benefit:
  - Helping local anglers have fun this winter doing what they love - fishing!
  - Supporting local businesses with an event that generates local sales for gear and supplies.
  - A test run to see if this approach can boost your tourism economy once Covid has passed - especially in the shoulder season!



*An ideal way to socially distance.*

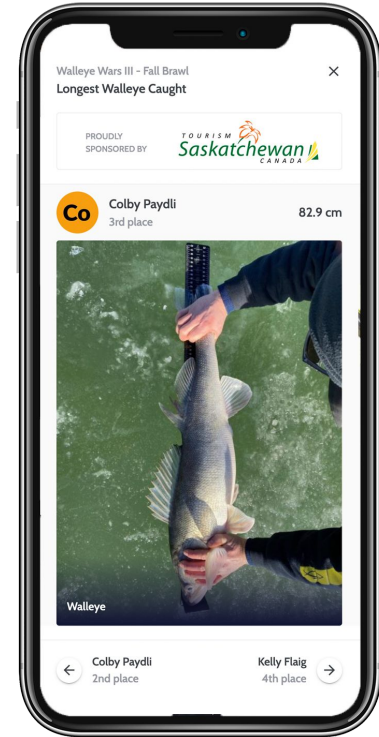
# The Idea

We are hosting a Covid safe ice-fishing tournament for Ontario anglers from February 13 (Family Day weekend) to March 7, 2021.

Your town will have their own leaderboard showing the catches of your local anglers. The “collective catch” will compete with other towns to be crowned the ***Ice Fishing Capital***.

Below are the key stages of this real *and* virtual event:

1. Promotion and recruitment begin shortly after Christmas, and are driven through social media.
2. Rules meeting and award ceremonies are held on Facebook Live.
3. Prizes for weekly themes, such as pike, walleye, trout.
4. Final awards ceremony to crown the ***Ice Fishing Capital***.



*Example of a catch photo from Walleye Wars in Saskatchewan.*

# The Buy-In

## Community support:

- \$1,000 commitment to the event
- Agree to support promotion through community social media channels
- Where possible, introduce MyCatch team to local leaders in angling and business community

## In Return, each community receives:

- A safe and fun way for local anglers to escape the Covid blues
- Test run for boosting the tourism economy
- Dedicated event page for the tournament
- Local leaderboard with local anglers
- Chance to win the ***Ice Fishing Capital***

*Who will wear the  
Ice Fishing Crown?*



**MyCatch**  
Tournaments

# Past Tournament Examples

## Walleye Wars (Pro Anglers)

- Focused on top tier anglers
- Anglers who are serious about winning
- View [Leaderboard](#)
- View [Facebook](#)



## Kootenay Lake Classics (Tourism)

- Focused on tourism sector
- Anglers who want to have a fun with family & friends
- View [Leaderboard](#)
- View [Facebook](#)



*For more information, please contact Jim Clarke or Dallas Kirkpatrick.  
[jim.clarke@anglersatlas.com](mailto:jim.clarke@anglersatlas.com) or [dallas.kirkpatrick@anglersatlas.com](mailto:dallas.kirkpatrick@anglersatlas.com)*



# **Memo**

**To:** Mayor and Council  
**From:** Steve Burnett, Manager of Environmental Services  
**Date:** January 19, 2021  
**Subject:** Rate Increase for Recycling Agreement with Outside Municipalities  
**Attachments:** None

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Mayor and Council:

Within the current multi-year agreements with Phippen Waste Management and R&D Recycling, a Consumer Price Index (CPI) increase is included on a yearly basis.

In past years, Council approved a two percent (2%) increase to the rate charged to outside municipalities for the acceptance of recyclable material. The current terms of the agreements with outside municipalities are from January 1<sup>st</sup> to December 31<sup>st</sup> each year. Within each agreement, Council may impose a rate increase through resolution. This increase is then provided to each municipality in writing.

For 2021, Staff is recommending a two percent (2%) increase for all agreements with outside municipalities for the acceptance of recyclable material at the Spoke Transfer Station. This will result in increasing the rate of two hundred and ninety-five dollars per tonne (\$295/tonne) to three hundred and one dollar per tonne (\$301/tonne).

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

Steve Burnett  
Manager of Environmental Services

Christopher W. Oslund  
City Manager

# **Memo**

**To:** Mayor and Council  
**From:** Mitch Lafreniere, Manager of Transportation Services  
**Date:** January 19, 2021  
**Subject:** Supply and Delivery of a Triaxle – Release of Request for Quotation  
**Attachments:** Appendix 01 – Copy of Request for Quote

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Mayor and Council:

During the 2021 budget deliberations, Council considered and approved the purchase of a new Triaxle. A total of \$225,000 was approved for capital expenditures related to this purchase.

As part of the Fleet Replacement previously approved by Council, in 2021 the plan called for the replacement of one of our dump trucks.

Attached as Appendix 01, is PW-RFQ-002-2021 Request for Quote which has been drafted by the Manager of Transportation Services. City Staff are requesting approval from Council to release the attached document immediately to potential bidders with a closing date of Tuesday February 23, 2021.

Following a review of the submissions received through this process, staff will provide a report and will prepare a recommendation to Council for consideration.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

*"Original signed by"*

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*"Original signed by"*

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Mitch Lafreniere  
Manager of Transportation Services

Christopher W. Oslund  
City Manager



*Discover a whole new Ontario • Découvrez un tout nouvel Ontario*

City of Temiskaming Shores  
Request for Quotation  
PW-RFQ-002-2021  
Supply and Delivery – Triaxle

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



## Objective

The objective of the Request for Quotation is to solicit quotations from qualified firms for the supply and delivery of one (1) new Triaxle Dump Truck.

## Submission

Submissions must be in hard copy and submitted to the following address:

**City of Temiskaming Shores**

P.O Box 2050

325 Farr Drive

Haileybury, Ontario

P0J 1K0

Attention: Logan Belanger, Clerk "PW-RFQ-002-2021 Supply and Delivery – Triaxle"

The closing date for the submission of Quotations will be at **2:00 pm local time on Tuesday February 23, 2020.**

- Quotations shall be in ink; late Quotations will not be accepted;
- Quotations by fax will not be accepted;
- Partial Quotations are not accepted;
- The City reserves the right to accept or reject any or all Quotations;
- The lowest priced quotation will not necessarily be accepted;
- The City reserves the right to enter into negotiations with a firm and any changes to the Quotation that are acceptable to both parties will be binding.
- The Quotations shall be valid for 30 (thirty) days from submission date.

## Questions

Any questions with respect to the specifications, are to be directed to:

**Mitch Lafreniere**

Manager of Transportation Services

City of Temiskaming Shores

325 Farr Drive

Temiskaming Shores, ON P0J 1K0

Phone: (705) 672-3363 ext. 4113

Fax: (705) 672-3200

[mlafreniere@temiskamingshores.ca](mailto:mlafreniere@temiskamingshores.ca)



## Scope of Work

The City of Temiskaming Shores is desirous of retaining a qualified firm for the supply and delivery of one triaxle dump truck;

**Each bidder to provide a spec sheet showing vehicle summary as well as specifications for all components of the truck you are proposing.**

- Class 8 Triaxle Dump, or equivalent
- Double frame
- Rails shall be 10 ¾ x 3 ½ x 3/8in. steel 337 in. to 416 in.
- Full steel insert for 10 5/8 in. or 10 ¾ in.
- Bumper – tapered chrome steel channel
- Front tow hook centre mounted
- Wheel base 260" approximately
- Front axle load (lbs), 20000
- Front dust shield for drum brakes – all front axles
- Steer lift axle load (lbs), 20000
- Rear axle load (lbs), 46000
- Dual Meritor tandem axles with pump or equivalent
- Spring brake 3030 long stroke dual 30 square inches travel or similar
- Dust shields for drum brakes – all rear axles
- 4 way locking differential on rear axles – driver controlled
- Separate switch for dual axles
- Wheel guards all axles
- Rear suspension shall be Tandem Hendrickson Primaax EX 462 or equivalent
- Single track rod shall be heavy duty for Hendrickson Primaax
- Must have 54" spread between rear axles
- All rims to be aluminium not polished
- Dual power steering gears
- Power steering cooler – radiator mounted air to oil
- Air ride suspension 10" ride height
- One air suspension pressure gauge for use with air suspension with dual levelling valves
- Air compressor 25.9 CFM or similar
- Fuel tank to be 100 US gallon minimum
- Rear rims to have 8000 lbs rating
- GCW (lbs), 120000
- Engine to be approximately 455HP at 1600RPM or greater
- Steel front engine supports
- 2021 Emissions Compliant Engine
- Engine Block Heater and oil pan heater required with plug under driver door (Immersion block heater 120V 1500W, oil pan heater 120V 300W)
- Alternator shall be 160-amp, brush type



- Batteries 4 total
- PTO mode Control in cab
- Transmission shall be automatic Allison or equivalent (please specify which in your spec)
- High-capacity oil to water cooler standard for transmission
- Front Tires shall be 425/65R22.2 20PR
- Rear Tires shall be 11R22.5 16PR
- Cab exterior shall be White in colour
- Dump box shall be Black in colour
- Specify in your bid submission warranty for the following
  - o Engine
  - o Standard service
  - o Transmission
  - o Paint

**Dump Body and Hoist Specifications:**

- BLF-S 20.5 Ft.

REQUIREMENTS	YES	NO
Dump body shall be a Bibeau model BFL-S or equivalent approved by the City of Temiskaming Shores prior to the closing of the tender.		
The dump body shall be a cross-memberless type construction – smooth sides shall be provided – posts on side panels are not acceptable.		
All welds shall be continuous.		
Inside length shall be 20.5' minimum.		
Inside side height shall be 48" minimum.		
Tailgate height shall be 60" minimum.		
Outside width shall be a maximum of 99".		
<b>General Body Construction:</b>		
Floor shall be 3/16" thick, manufactured from Hardox 450 hi-tensile steel – no exceptions.		
Side panels shall be 5/32" thick, manufactured from Hardox 450 hi-tensile steel – no exceptions.		
Tailgate shall be 3/16" thick, manufactured from Hardox 450 hi-tensile steel – no exceptions.		



Front panel shall be 1/8" thick, manufactured from Hardox 450 hi-tensile steel – no exceptions.		
Long-members under floor shall be 1/8" thick, manufactured from AR250 hi-tensile steel – no exceptions.		
<b>Floor and Understructure Support</b>		
The entire floor shall be made from a one piece steel sheet, with no seams.		
The long sills shall be formed in a symmetrical trapezoidal design with no 90 degree bends.		
The open width of the long sills at the floor level shall be no less than 10" with a formed lip on each side. As a result, the overall width of the long sills shall be 13" minimum.		
This design is necessary in order to provide adequate floor support.		
<b>Sides</b>		
The side panels shall be manufactured from one piece, Hardox 450, hi-tensile steel.		
The top rails shall be formed from the single sheet side panel. Weld-on steel tubing will not be acceptable.		



Each top rail shall be boxed on the inside through an “L” shaped plate.		
This plate shall be manufactured from Hardox 450 steel.		
The front corner posts shall be constructed from break-formed steel, with no 90 degree bends.		
The side sheets shall have no other bends, braces, posts, etc. in order to fully maintain their capability to flex and better absorb eventual loading impacts.		
<b>Front Panel</b>		
There shall be a doghouse in the front panel to accommodate the front lift telescopic hoist.		
The complete doghouse shall be tapered in both it’s width and depth, with no 90 degree bends.		
The doghouse shall be no more than 12” depth.		
The front panel shall include one(1) vertical “V” shaped corrugation on each side of the doghouse for additional rigidity.		
The dump cylinder brackets shall be a minimum of 3/8” thick.		
The dump body shall be equipped with rubber bumpers to prevent contact between the body and the truck frame when empty.		
The rubber bumpers shall be located at the front panel, and be designed to compress when loaded.		
<b>Tailgate</b>		
The rear corner posts shall have a 7” slope for the tailgate, and shall be fully boxed.		
The tailgate shall be constructed from a single steel panel.		
The outer left and right sides of the tailgate shall be reinforced by 4” x 3” structural rectangular tubing minimum.		
The top and bottom portions of the tailgate shall be supported through formed		





steel plate of AR450 hi-tensile steel. These braces shall be a dirt shedding design, and fully welded to the tailgate.		
The tailgate hinges shall be manufactured from a minimum of 1" thick flame cut steel, and designed to provide an offset of not less than 7".		
The tailgate hinges shall also be designed so as to transfer the complete weight of the tailgate off of the hinge pins when in a closed position.		
Hinges shall be equipped with recessed grease fittings.		
Tailgate locking pins shall be 1¼" diameter minimum.		
A wear strip of no less than 500 Brinell shall be welded to the pin at the contact point of the tailgate hinges.		
The tailgate latching system shall be an under-slung design only – over-slung designs are not acceptable.		
The latches shall be equipped with grease fittings.		
Protec safety locks shall be provided on tailgate.		
Air-operated tailgate via a 3.25" diameter x 8" stroke double acting cylinder.		
The 1" diameter piston rod shall be nitrated.		
<b>Hoist, Trunnion and Rear Hinges</b>		
The hoist cylinder trunnion shall consist of two x 4" beams and two x 2" flame cut cradle blocks.		
The trunnion beams shall be positioned in such a way which when welded to the 4" x 6" x 3/8" thick mounting angles, the blocks slide inside the beams providing maximum support.		
Rear hinge blocks must be rated at 70 tons minimum – no exception.		
The rear hinge blocks shall attach to a 4" x 4" x 3/8" thick steel angle.		
The design shall be such that the fixed blocks can be tightened to clamp onto 1 7/8" stress proof hinge pins.		
The hinge blocks shall be a minimum of 3" thick.		



The hinge blocks shall be equipped with a pair of o-rings in order to create a sealed grease chamber inside the blocks.		
The front lift telescopic cylinder shall be trunnion style, and utilize nitrated piston rods.		
The 4 stage hoist shall be a Mailhot model M185-7.5-4, rated at 50 tons capacity – no exception.		
<b>Air Tarp</b>		
An air operated tarp shall be installed on the dump body.		
The tarp shall utilize left and right side air cylinders – electric or manual tarps are not acceptable.		
<b>Lighting</b>		
LED rear stop, tail and directional lights, as well as LED back-up lights, shall be installed in the rear corner posts.		
Star 200B blue and 200A amber strobe beacon lights shall be installed on the cab-shield.		
The strobe beacon lights shall have independent blue and amber switches inside the cab.		
A 9 switch, 12 function lighted rocker switch panel shall be installed on the lower side of the in-cab pedestal stand. All light switches are to utilize this panel. Dash mounted light switches are not acceptable.		
<b>Finish Paint</b>		
The body shall be shotblasted before the application of the primer.		
An epoxy type primer shall be applied.		
Finish paint shall be black - Sherwin-Williams polyurethane type paint with baked on finish – no exception.		
<b>Miscellaneous</b>		



Body shall include 10" hardwood sideboards.		
18" cab-shield shall be welded to front panel.		
A fold-down type ladder shall be installed at the front driver's side of the body.		
A Holland Hitch model PH410RA pintle hook with air cushion with duly reinforced plate shall be installed at the rear of the chassis.		
The dump body shall include a heat kit, with exhaust through the rear corner posts. Exhaust diverter shall be activated through an in-cab switch.		
Safety prop shall be provided.		
Anti-sail type mudflaps will be installed ahead of and behind rear axle.		
High lift tailgate to be provided. Tailgate to be hydraulically raised and lowered through hydraulic cylinders, complete with in-cab control.		
Provisio load equalization kit for chassis supplied steerable lift axle shall be provided. Load equalization kit must be calibrated by body builder.		

<b>Hydraulics</b>		
A hot shift PTO shall be attached to the Allison automatic transmission.		
The PTO must have the capability of engaging and disengaging at all speeds, through an in-cab switch.		
A minimum 23 gpm pump shall be attached to the Chelsea PTO.		
A 35 gallon oil reservoir shall be installed on the side of the chassis frame rails.		
Two(2) section proportional type air controls and valve assembly shall be provided to control hoist and high-lift tailgate functions.		
The in-cab proportional air controls shall be installed on a floor console.		
The floor console to also include the following switches: <ul style="list-style-type: none"><li>- Air tailgate</li><li>- Air tarp</li><li>- High-lift tailgate</li><li>- Exhaust diverter for heated body</li><li>- PTO engage/disengage</li></ul>		



## **Quotation**

Quotations submitted and prices offered shall be irrevocable and open for acceptance for a period of not less than thirty (30) days.

The form of Quotation must be signed in the space provided on the form, with the signature of the Proponent or responsible official of the firm bidding.

The lowest or any Quotation not necessarily accepted.

## **Change/Amendment**

At any time prior to the closing date and time, The City reserves the right to alter, delete, amend or add to, in whole or in part, any of the terms, conditions, procedures, requirements and provisions of this Quotation, in which case, a formal addendum specifying the same in detail will be issued.

## **Withdrawal of Quotations**

Proponents will be permitted to withdraw their Quotations, unopened after it has been deposited, if such a request is received by the Clerk or his designate in writing, prior to the time specified for the closing of Quotations.

## **Acceptance or Rejection of Quotations**

The submission of a quotation does not obligate the City to accept any quotation or to proceed further with the retention of services. The City may, in its sole discretion, elect not to proceed with the acquisition in whole or in part and may elect not to accept any or all quotations for any reason or to cancel the RFQ without any obligation whatsoever to Proponents.

The City retains the separate right to accept or waive irregularities if, in the City's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, the City may, as a condition of acceptance, request a Proponent to correct a minor or technical irregularity with no change to the quoted price. The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a bid, shall be at the City's sole and absolute discretion.

Proponents expressly waive any and all rights to make any claim against the City for any matter arising from the City exercising its rights as stated in these General Terms and Conditions.

## **Failure to comply with all Quotation Terms**

Documented failure (See "Schedule A" attached) to comply with all terms, specifications, requirements, conditions and general provisions of this Quotation, to the satisfaction of the City, shall be just cause for the cancellation of the contract award. The City shall then have the right to award this contract to any other Proponent or to re-issue the Quotation.



## **Payment**

The normal payment term offered by the City is net 30 days, upon satisfactory completion. Payment terms shall only be modified at the sole discretion of the City to take advantage of discounts for prompt payment or for other terms that shall be deemed to be in the best interests of the City.

## **Ownership of Materials**

All accepted work and products, including drawings, reports or other materials delivered to the City by the Proponent shall become the property of the City.

## **Vendors Discharge of Liabilities**

In addition to the obligations assumed by the Successful Proponent pursuant to General Conditions, the Proponent agrees to discharge all liabilities incurred by it, for labor, materials, services, Subcontractors and Products, used or reasonably required for use in the performance of the Work.

## **Protection of the City**

The successful Proponent shall at all times well and truly save, defend, keep harmless and fully indemnify the City and its servants, employees and agents, from and against all actions, suits, claims, demands, loss, costs, charges, damages and expense, brought or made against or incurred by the City, its servants, employees or agents, in any way relating to goods, materials, articles or equipment, supplied pursuant to this Quotation.

Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

## **Harmonized Sales Tax**

Pricing shall exclude Harmonized Sales Tax or any other applicable taxes but will be considered extra.

## **AODA Compliance**

The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Bidder shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Bidder acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the City of Temiskaming Shores must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.



## **Freedom of Information**

This information is being collected pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act and will only be used to make a decision concerning the acceptance of this Quotation. Any information including all work as described in these documents, service or product details, unit prices, statements, and any other information provided by the Proponent shall be kept strictly confidential and release of same, except for any details such as the name of the successful Proponent and total price will be made public regarding this bid document stated in a report to the Council of the City, shall only be granted in accordance with the Municipal Freedom of Information and Protection of Privacy Act R.S.O.1990, c. M.56 as amended.

Any proprietary or confidential information contained in the Quotation should be clearly identified.



**City of Temiskaming Shores**  
**PW-RFQ-002-2021**

Supply and Delivery – Triaxle

**Form of Quotation**

Each Quotation should contain the legal name under which the Proponent carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Quotation.

We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labor, apparatus and documentation as are required to satisfy this Quotation.

NOTE: All portions of “Form of Quotation” must be accurately and completely filled out.

Description	Amount
Lump Sum (not to include HST)	



**City of Temiskaming Shores  
PW-RFQ-002-2021**

Supply and Delivery – Triaxle

**Non-Collusion Affidavit**

I/ We \_\_\_\_\_ the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Phone No.: \_\_\_\_\_



# **Memo**

**To:** Mayor and Council  
**From:** Mathew Bahm, Director of Recreation  
**Date:** January 19, 2021  
**Subject:** Active Transportation Plan RFP  
**Attachments:** Draft – Active Transportation Plan RFP

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Mayor and Council:

Included in the City of Temiskaming Shores 2021 municipal budget is funding for the completion of an Active Transportation Plan.

An Active Transportation Plan will provide the City with a complete inventory of existing active transportation infrastructure, a prioritized list of recommendations for new facilities, recommendations for signage along active transportation routes and give the City an overall guiding document that will assist staff with funding requests.

To ensure that adequate time is available for the successful bidder to produce a thorough report, work needs to begin quickly. The successful consultant will be required to include a robust public consultation and deliver the plan before the 2022 municipal budget is developed.

Therefore, staff is recommending that Council for the City of Temiskaming Shores authorize the release of the Active Transportation Plan Request for Proposal with a closing date of February 22, 2021.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

*"Original signed by"*

*"Original signed by"*

Matthew Bahm  
Director of Recreation

Christopher W. Oslund  
City Manager



*Discover a whole new Ontario • Découvrez un tout nouvel Ontario*

City of Temiskaming Shores  
Request for Proposal  
RS-RFP-001-2021  
Active Transportation Plan

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



## 1.0 Purpose and Intent

This Request for Proposal describes the requirements of the Corporation of the City of Temiskaming Shores for professional consulting services to create an Active Transportation Plan. The plan shall incorporate current infrastructure, the City's Recreation Master Plan, staff input and public input into a plan which will be executable over the future 10 years. It is the intent of the City of Temiskaming Shores to enter into an agreement with a qualified consulting firm for these services from among those who submit proposals.

## 2.0 Introduction

Located at the head of Lake Temiskaming, Temiskaming Shores is located in Northeastern Ontario, near the Quebec border. Temiskaming Shores covers 163.32 km<sup>2</sup> and has a population of approximately 9,900.

The former Towns of Haileybury, New Liskeard and the Township of Dymond amalgamated in January 2004 to become the City of Temiskaming Shores, which is a single tier municipality.

## 3.0 Definitions

The Corporation of the City of Temiskaming Shores shall hereinafter be referred to as the "City".

## 4.0 Submission

Submissions must be in hard copy and submitted to the following address:

**City of Temiskaming Shores**

P.O Box 2050

325 Farr Drive

Haileybury, Ontario

P0J 1K0

Attention: Logan Belanger, Municipal Clerk

Re: "RS-RFP-001-2021 Active Transportation Plan"

Submissions may be sent by mail/courier, or delivered to City Hall, at the above-noted address. Should City Hall be impacted by Provincial or local Public Health lockdown measures due to COVID-19, an appointment is required for in-person delivery; please contact 705-672-3363 to schedule a delivery time, during regular operating hours.

The closing date for the submission of quotations will be at **2:00 pm local time on Monday February 22, 2021.**

- Proposals shall be in ink; late Proposals will not be accepted;
- Proposals by fax will not be accepted;
- Partial Proposals are not accepted;
- The City reserves the right to accept or reject any or all Proposals;
- The lowest priced proposal will not necessarily be accepted;



- The City reserves the right to enter into negotiations with a Contractor and any changes to the Proposal that are acceptable to both parties will be binding.
- The Proposals shall be valid for 30 (thirty) days from submission date.

## 5.0 Questions

Any questions or concerns with respect to the Quotation document and contents are to be directed to:

### **Matt Bahm**

Director of Recreation  
City of Temiskaming Shores  
325 Farr Drive  
Temiskaming Shores, ON P0J 1K0  
Phone: (705) 672-3363 ext. 4106  
[mbahm@temiskamingshores.ca](mailto:mbahm@temiskamingshores.ca)

## 6.0 Background

The City requires the services of a consultant to develop an Active Transportation Plan including recommendations for making connections to existing STATO Trail segments, cycling network and green assets as well as creating a design standard and expansion plan that prioritizes active transportation development opportunities, including those already proposed in City plans. The Active Transportation Plan will help give direction to create and improve opportunities to connect schools, parks, sports and recreation facilities and neighborhoods in Temiskaming Shores for active forms of transportation such as walking, running, hiking, cycling, skateboarding, use of wheelchairs as well as create cycling linkages both on and off roadway throughout the City.

A key consideration in the development of the Temiskaming Shores Active Transportation Plan will be the integration with the City's existing and proposed active transportation features, namely the STATO Trail, Pete's Dam Park, Bucke Park and the City's cycling network. The City of Temiskaming Shores is intent on further developing these assets, creating greater linkages and connectivity through modes of active transportation and utilizing proposed future roadway rehabilitation to maximize value of municipal expenditures.

## 7.0 Objectives

### **7.1 Project Term and Deliverables**

The term of the contract begins upon execution of the contract. The project will begin immediately following the execution of the contract, which is scheduled to begin March 2021. The project is to be completed within 7 months of the execution of the contract.

The project deliverables required by the City are as follows:

- i. A complete Active Transportation Plan for the City of Temiskaming Shores with detailed and specific recommendations that can be acted upon by the City.



- ii. Inventory existing and propose additional active transportation assets and facilities that ensure cohesive connectivity and amenities.
- iii. Prioritize a list of recommendations for active transportation facilities and supports with cost and benefit analysis.
- iv. Propose an active transportation network that provides accessible and safe active transportation systems for all ages.

## 7.2 Scope

- i. Inventory existing and proposed additional active transportation assets and facilities to ensure cohesive connectivity and amenities.
- ii. Review the City's inventory of existing transportation assets and facilities and identify gaps/missing links in the existing infrastructure.
- iii. Complete a condition assessment of the trail systems at Pete's Dam Park and Devil's Rock.
- iv. In conjunction with project partners, consult to identify: current use/capacity of existing active transportation assets and facilities, barriers to active transportation in the community, and facilities/supports that would contribute to increased active transportation.
- v. Review future roadway rehabilitation projects proposed for the City of Temiskaming Shores and, if applicable, propose active transportation assets to be included in those projects.
- vi. Ensure recommendations are consistent with the City of Temiskaming Shores Recreation Master Plan or, where they contradict, include a detailed rationale for the discrepancy and alternative.
- vii. Provide recommendations for the signing of bike routes.
- viii. Develop a prioritized list of recommended active transportation facilities and amenities based on the foregoing findings and on a general outline of need, potential for generating the greatest leverage for increased use, cost, maintenance, and long-term management requirements.
- ix. Propose best practices for the design of Active Transportation infrastructure including materials and signage.

### Evaluation:

The Active Transportation Plan will be evaluated on:

- x. The provision of an inventory of existing infrastructure and facilities;
- xi. Identification of gaps/missing links;
- xii. Determination of current use and capacity of existing infrastructure
- xiii. Identification of barriers to active transportation;
- xiv. Proposed facilities and supports to improve active transportation;
- xv. Prioritized potential active transportation projects;
- xvi. Proposed trail planning standard and design; and
- xvii. Partnerships and potential funding sources.



Maps and design plans created to support the Active Transportation Plan will become the intellectual property of the City of Temiskaming Shores and be used to support the realization, communication and/or marketing/promotion of the plan and associated facilities.

#### Meetings:

- xviii. The consultant/consulting firm must be willing to coordinate and facilitate the following meetings; these meetings are the minimum required to ensure a successful project; the consultant may propose additional meetings as they deem necessary. The City of Temiskaming Shores is aware that COVID-19 may necessitate virtual meetings rather than in-person meetings:
- xix. Initial meeting with City of Temiskaming Shores senior staff to confirm the direction of the Active Transportation Plan.
- xx. Initial meetings with project stakeholders, including a meeting with representatives of the Bicycle Friendly Community Committee.
- xxi. A minimum of one (1) focus group/public meeting/workshop to collect information to complete the active transportation needs assessment; strong consideration should be given to hosting at least one public meeting/focus group/workshop in the community of Haileybury and community of New Liskeard
- xxii. One meeting to present the draft Active Transportation Plan to the Director of Recreation and selected project stakeholders;
- xxiii. Final presentation to the City Council of Temiskaming Shores

### 7.3 Background Documents

The following documents (available on the City of Temiskaming Shores website) should be considered for review prior to submission of this RFP:

- i. City of Temiskaming Shores Official Plan
- ii. City of Temiskaming Shores Recreation Master Plan

## 8.0 RFP Schedule

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the City reserves the right to modify any or all dates at its sole discretion:

- Release of RFP: January 20, 2021
- Deadline for Submitting Questions: February 12, 2021
- Deadline for Responding to Questions: February 16, 2021
- RFP Proposal Submission deadline: February 22, 2021
- Final Selection and Notification: March 2, 2021

## 9.0 Project Authority

The Project Authority for issuance of the RFP is the Director of Recreation for the City of Temiskaming Shores, reporting to the City Manager.



The awarding of the contract may be subject to the approval of City Council.

All inquiries shall be directed in writing via email to the person identified in Part 5.0 - Questions.

## 10.0 Project Partners and Stakeholders

Decision making authority rests with the City of Temiskaming Shores and will include consultation with the public, other government bodies and interested community groups.

## 11.0 Deliverable Format

The project will be completed to the satisfaction of the City. Project formats include, but may not be limited to the following:

- i. All final reports will be required in digital format(s) (MS Office), accompanied by two (2) hard copies.
- ii. Maps and design plans shall be provided in digital format.

## 12.0 Project Schedule and Fees

- i. Project timelines are important to the City. Accordingly, a detailed project schedule with key milestones should be included in the proposal, **(Final report shall be delivered to the City by October 31<sup>st</sup>, 2021)**;
- ii. The Consultant shall identify in the proposal the work that will be performed, based on the goals, objectives and deliverables of this RFP. It is the responsibility of the proponent to anticipate and identify all of the tasks required to perform this contract, whether or not they have been specifically identified within this RFP;
- iii. The following costing details should also be prepared and included with the proposal submission:
  - a. Fee schedules with per diem rate or hourly rate for each consultant staff and sub-consultant of the project team together with an **upset limit**. This should relate to a detailed person-hour and cost breakdown of the workload by consultant or sub-consultant staff;
  - b. Disbursement costs that may include mileage, telephone charges, printing and reproductions, computer services, etc.;
  - c. Additional estimate of costs for any potential additional studies or work recommended;
  - d. Applicable taxes;
  - e. Compliance with City of Temiskaming Shores insurance requirements.

## 13.0 Commitment to Negotiate

The successful respondent shall execute any documentation, drafted in accordance with the terms of the successful respondent's proposal and any subsequent negotiations, within thirty (30) days of the date of notification of the successful respondent's selection.

Respondents not initially selected as the successful respondent hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to sixty (60) days following the date of submission of their proposals.



## **14.0 Preparation of Proposals**

All costs and expenses incurred by the respondent relating to its proposal will be borne by the respondent. The City is not liable to pay for such costs and expenses, or to reimburse or to compensate the respondent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all proposals or the cancellation of this RFP.

## **15.0 Nature of Request for Proposal**

This RFP does not constitute an offer of any nature or kind whatsoever by the City to the respondent.

## **16.0 Amendments**

The City may modify, amend or revise any provision of this RFP or issue any addenda at any time. Any modification, amendment, revision or addenda will be in writing and will be provided to all respondents.

The City reserves the right to vary the scope of work prior to the award of the contract.

DRAFT





## 17.0 Proposal Evaluation Criteria

An evaluation team consisting of key municipal staff will conduct the evaluation of proposals.

The City of Temiskaming Shores reserves the right in its evaluation of the proposal to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposals.

<b>EVALUATION CRITERIA – MANDATORY</b>	<b>PASS/FAIL</b>
<ol style="list-style-type: none"> <li>1. Form of Quotation</li> <li>2. Non-Collusion Affidavit</li> <li>3. Conflict of Interest Declaration</li> <li>4. Proof of insurance coverage</li> </ol>	

<b>EVALUATION CRITERIA</b>			
	<i>Weight</i>	<i>Points</i>	<i>Total</i>
<b>Work Plan, Methodology, Schedule and Level of Effort (25%)</b>			
Provision of realistic work plan, including major tasks and identified constraints.	7	10	70
Provision of project timeline including date for final report to council.	7	10	70
Clearly identified all included services and deliverables.	4	10	40
Project schedule in an appropriate format including working hours by each team member.	7	10	70
<b>Creativity, Innovation and Public Engagement (15%)</b>			
Demonstrated vision, creativity and innovation for Active Transportation.	8	10	80
Proposed public consultation and engagement plan.	7	10	70
<b>Experience and Qualifications of Company and Project Team (10%)</b>			
Past ability to successfully complete ATP within timelines and budgets.	5	10	50
Qualifications and Experience of key team members.	5	10	50
<b>Knowledge of City regarding the Project (5%)</b>			
Members of the team must be familiar with the City's infrastructure, and have a working knowledge of local characteristics.	5	10	50
<b>Estimated Fees and Disbursements (45%)</b>			
Cost estimates are evaluated for completeness and lowest is scored 10 points, next 8 points, etc. If more than 5 proposals, then only 5 lowest bids are to receive points, and the remaining higher bids will be given 0.25 points. Prices within a small differential will be scored equal.	45	10	450
Total Score:			1000



## **18.0 Revisions to Request for Proposal**

If it becomes necessary to revise any part of this RFP or, if the respondents require additional data to interpret any of its provisions, the revisions or additional data will be provided to all respondents participating in the RFP process at that stage.

If revisions or additional data are necessary after the closing date for proposals, revisions or additional data will be provided only to those respondents who have submitted responses and met the basic requirements. Such respondents will then have the opportunity to modify their proposal.

## **19.0 Right to Accept or Reject Submissions**

The City does not bind itself to accept any proposal and may proceed as it, in its sole discretion, determines, following receipt of the proposals. The City reserves the right to accept any proposal in whole or in part or to discuss with any respondent different or additional terms to those envisaged in this RFP or in such respondent's proposal.

The City reserves the right to:

- i. Accept or reject any or all of the proposals;
- ii. If only one proposal is received, elect to reject it; or
- iii. Reject as informal any proposal that is received late or is incomplete or otherwise fails to comply with the requirements of the RFP;
- iv. Elect not to proceed with the projects as it so determines in its sole and absolute discretion;
- v. To waive irregularities and formalities at its sole and absolute discretion.

## **20.0 Clarifications of Proposal**

- vi. The City reserves the right to request the clarification of the contents of any proposal.
- vii. The City may choose to meet with some or all of the respondents to discuss aspects of their respective proposals.
- viii. The City may require respondents to submit supplementary documentation clarifying any matters contained in their proposals and seek the respective respondent's acknowledgment of that interpretation. The supplementary documentation accepted by the City and written interpretations which have been acknowledged by the affected respondent shall be considered to form part of the proposals of that respondent. After the time and date set for receipt of proposals, only the supplementary documentation specifically requested by the City for the purpose of clarification shall be considered as part of a proposal.
- ix. The City is not obliged to seek clarification of any aspect of a proposal.

## **21.0 Finalizing Terms**

This RFP will not constitute a binding agreement, but will only form the basis for the finalization of the terms upon which the City and the successful respondent will enter into the contract documentation, and does not mean that the successful respondent's proposal is necessarily totally acceptable in the form submitted. After the selection of the successful respondent's proposal, the City has the right to negotiate with the successful respondent and, as part of that process, to negotiate changes, amendments or modifications to the



successful respondent's proposal without offering the other respondents, the right to amend their proposals.

## **22.0 Evaluation is Final and binding**

By responding to this Request for Proposal the respondents agree that the decision of the Evaluation Team is final and binding.

## **23.0 Publication of Names of Respondents**

- i. The City may, at any time, make public the names of all respondents.
- ii. Additional information may be released in accordance with *the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31*, as amended.
- iii. Any proprietary or confidential information contained in the proposal should be clearly identified.

## **24.0 Notice**

Whenever this RFP requires or permits a notice or communication to be sent or given to either the City or any or all proponents, such notice or communication shall be, unless otherwise provided, hand delivered or faxed to the receiving party and such notice or communication shall be deemed to have been effectively given, delivered or received upon the date that such notice or communication was actually received by the receiving party.

The date of giving notice or communication shall be that date of delivery thereof in the case of personal delivery. With respect to any notice or communication which is faxed, its date of receipt shall be deemed to be the date of transmission as evidenced by electronic confirmation in the sender's office provided, however, that if it is sent after 4:30 p.m. on any business day or at any time on a non-business day, it shall be deemed not to have been received until 8:30 a.m. on the next business day.

## **25.0 Conflict Resolution**

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- i. That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfil its obligations; and that each will cooperate in the common endeavour of the contract;
- ii. Both parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Engineer or representative and the City or representative by means of discussions built around mutual understanding and respect;
- iii. Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator;



- iv. Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration;
- v. No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the City or the Engineer;
- vi. The award of the arbitrator shall be final and binding upon the parties;
- vii. The provisions of the Arbitration Act, 1991 S.O. 1991, Chapter 17 shall apply.

## **26.0 Sub-consultants and Sub-contractors**

The respondent will identify any Sub-Consultants and Sub-Contractors that will be involved in the engineering component of this project. Documentation is to be provided from the Sub-Consultants and Sub-Contractors stating that they have reviewed all parts of the detailed project schedule where their skills or expertise are required and are able to meet the timelines-milestones provided in the detailed project schedule.



**City of Temiskaming Shores**  
**RS-RFP-001-2021**  
Active Transportation Plan

**FORM OF QUOTATION**

Consultant's submission of proposal to:

The Corporation of the City of Temiskaming Shores

Stipulated Price

We/I, \_\_\_\_\_

(Registered Company Name/Individuals Name)

Of, \_\_\_\_\_

(Registered Address and Postal Code)

Business:

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

We/I hereby offer to enter into an agreement to supply services, as required in accordance to the proposal for a price of:

Lump sum price before HST: \$ \_\_\_\_\_ .00



## City of Temiskaming Shores

### RS-RFP-001-2021

#### Active Transportation Plan

#### NON-COLLUSION AFFIDAVIT

I/ We \_\_\_\_\_ the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Signed \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_



**City of Temiskaming Shores  
RS-RFP-001-2021**

**Active Transportation Plan**

**CONFLICT OF INTEREST DECLARATION**

Please check appropriate response:

- ☐ I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- ☐ The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

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In making this quotation submission, our Company has / has no *(strike out inapplicable portion)* knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

FIRM NAME:

BIDDER'S AUTHORIZED OFFICIAL:

TITLE:

SIGNATURE:

---

<b>Subject:</b>	Bucke Park Operations Contract 2021	<b>Report No.:</b>	RS-001-2021
		<b>Agenda Date:</b>	January 19, 2021

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### **Attachments**

**Appendix 01:** Sole Source Justification  
**Appendix 02:** Proposed 2021 Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-001-2021; and
2. That Council directs staff to prepare the necessary by-law to confirm the 2021 Bucke Park Operator's Agreement for consideration at the January 19, 2021 Regular Council meeting.

### **Background**

City signed agreement with Sylvain Gelineau to operate the park at the May 29, 2020 Council meeting.

Park operated with restrictions due to COVID-19 from May 29, 2020 until October 11, 2020. Sylvain and his employee were excellent stewards of the park providing an increased level of maintenance and cleaning to the grounds which was noticed by users and staff. Additionally, they followed through with their plans to increase seasonal and transient users of the park as noticed by the increased revenues collected for 2020. A few hiccups were noted with use of technology provided by the city for processing of payments and with completing proper documentation. Our operator was able to successfully fill the marina with boats docked for the entire season and it was noted that there were many people on boats who stopped at the park's marina. In addition, they were able to complete many small maintenance projects both around the park and within the washrooms.

The Recreation Committee reviewed the 2020 operations of Bucke Park at their regular meeting on November 9, 2020 and passed the following recommendation:



Recommendation RS-2020-056  
*Moved by: Councillor Jesse Foley*

*Be it resolved that:  
The Recreation Committee hereby recommends that Council for the City of Temiskaming Shores consider renewing the Bucke Park Agreement with the current operators for the 2021 season.*

**CARRIED**

**Analysis**

The City has a clearer picture of the future of Bucke Park with the completion of the Recreation Master Plan. The Master Plan notes that Bucke Park is a core natural asset of the city and a long-term comprehensive lease should be sought for the operations of the campground.

Before a long-term lease agreement can be sought, the City must determine what to do with the unusable chalet building currently sitting on the property. The Recreation Department plans to formulate a course of action for the chalet building and begin the process of finding a long-term lease holder this year. For the 2021 operations, staff believe it is in the best interest of the City to sign an additional 1-year lease agreement with Sylvain G. Gelineau. Staff noted a marked increase in the level of service, number of visitors and overall satisfaction of users throughout the 2020 season. Those sentiments are confirmed when looking at the financial report from 2020 whereby a \$1,000 operational deficit in 2019 was improved to a \$25,000 operational surplus.

A few issues throughout the year were noted and efforts by all parties have been made to improve operations further.

Staff are expecting COVID-19 restrictions to be equal to or less than ones which Bucke Park operated under in 2020. Such restrictions were manageable to operate under and should not hinder the ability of the park to operate successfully

**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 budget set for the Bucke Park 2021 Operator's Contract is \$17,250.

Bucke Park had a very successful year financially with revenues increasing over \$20,000 from 2019 figures to \$67,412. Expenses decreased by approximately \$5,000 to \$41,990. The net from operations is estimated to be \$25,422 with final bills being reconciled. The allocation of city staff time towards Bucke Park operations amounts to approximately \$22,500 in 2020.

### **Alternatives**

1. Council could direct staff to operate Bucke Park with City staff, however, a full review of operations would need to be undertaken to assess necessary staffing levels.
2. Council could direct staff to close Bucke Park as a public campground for the 2021 season.

### **Submission**

Prepared by:

Reviewed and submitted for Council's  
consideration by:

*"Original signed by"*

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*"Original signed by"*

---

Mathew Bahm  
Director of Recreation

Christopher W. Oslund  
City Manager

## Single / Sole Source Justification

Attach this completed form to requisitions when competitive bids are not solicited.

Requested Single/Sole Source Supplier:

Company Name: Sylvain G. Gelineau

Contact Name: Sylvain Gelineau

Address: [REDACTED]

City: [REDACTED] Prov: [REDACTED] Postal Code: [REDACTED]

Phone Number: [REDACTED] E-mail: [REDACTED]

<input type="checkbox"/> <b>Sole Source</b>	<input checked="" type="checkbox"/> <b>Single Source</b>	<input type="checkbox"/> <b>No Substitute</b>
(No other known source or the only source meeting specification requirements)	(Only the designated Supplier is acceptable, others may exist)	(Specified item is required due to uniqueness, research continuity, etc.)

**Description of  
Product or Service:**

Operations Service for the Bucke Park Campground in 2021

**Estimated Cost: \$**

\$17,250

**Complete the following checklist:**

A specific contractor is the only source of the required item because (check all that apply):

- ☐ The required items are **proprietary to the Contractor**
- ☐ A specific item is needed:
  - ☐ To be compatible or interchangeable with existing hardware;
  - ☐ As spare or replacement hardware;
  - ☐ For the repair or modification of existing hardware, or
  - ☐ For technical evaluation or test.
- ☐ There is a **substantial technical risk** in contracting with any other contractor (e.g. only one contractor has been successful to date in implementing a difficult manufacturing process.)
- ☒ For support services effort, there is no reasonable expectation that a meaningful cost or other improvement could be realized over the incumbent contractor's performance (e.g. the chances of another firm winning a competition are clearly remote).

Explain why the recommended company is the only company that can meet the requirement. Address the following: Are there any other companies who can do this job? What condition exists so that the recommended company has a significant advantage over any other company who can do this job?

It is important to sufficiently address the key reason for awarding an order without soliciting competitive bids. The rationale must be clear and convincing, avoiding generalities and unsupported conclusions.

Sylvain G. Gelineau was the operator of the park for the 2020 season. Sylvain and his staff provided exemplary service for the park over the course of a difficult summer season. Staff noted that a number of maintenance tasks were completed throughout the season and general park tidiness was observed the entire summer. A review of financials from the 2020 season showed that revenues increased substantially while expenses were kept in line with previous years. Staff are proposing an additional 1-year contract for the 2021 season to allow time to prepare for a long-term lease to be awarded for the 2022 season and beyond.

Staff are comfortable with the proposed operations fee as it is the same as the fee paid over the previous four years and there is no expectation of receiving the same level of service at a lower cost. The contract would be for a single summer season without any extension options available to either city or operators.

Requested by: \_\_\_\_\_  
Department Head Date

Reviewed by: \_\_\_\_\_  
City Manager Date

Endorsed by: \_\_\_\_\_  
Council Date

This agreement made the \_\_\_\_ day of \_\_\_\_\_

Between:

**CITY OF TEMISKAMING SHORES**  
(Hereinafter called the “City”)

And:

**Sylvain G. Gelineau**  
(Hereinafter called the “Operator”)

**WHEREAS** the City is the owner of the lands described as follows:

North Part of Lot 15; Concession 1; Bucke Township; Parcel 4139 N.N.D.  
(Hereinafter called the “Lands”); and

On the Lands there is a two-storey main building  
(Hereinafter called the “Chalet”)

**AND WHEREAS** the parties hereto have agreed to enter into this agreement.

### **1.0 PREMISES**

The City hereby permits the Operator the Lands municipally known as “Bucke Centennial Park” as shown on Schedule “A” hereto attached.

### **2.0 INGRESS AND EGRESS**

Together with right of ingress and egress for the Operators servants, family, invitees, and patrons, the use of entrance, halls, stairways, rooms, landings, walkways, driveways, park lands, docks, beaches, parking lots, and stopping areas in and about the lands and structures. (Hereinafter called the “Common Areas”).

### **3.0 TERM AND RATE**

The term of this lease runs from April 30, 2021 to October 18, 2021

The City shall pay to the Operator \$17,250 to render services as laid out in this agreement. Payment will be made in 3 payments to the operator.

Payments shall be made in the following manner:

3.1 25% payment on May 14, 2021

3.2 50% payment on July 31, 2021

3.3 15% payment on September 30, 2021

3.4 10% payment on October 18, 2021

The Operator shall be responsible for providing the City the necessary documentation to receive payment by Electronic Funds Transfer.

#### **4.0 INDEPENDENT CONTRACTOR**

The City would purchase the services described in this Agreement from the Operator that will be delivered by The Operator and any designates. The Operator is an independent contractor with respect to the provision of said services. In no way shall any provisions of this Agreement be construed to create an employee-employer relationship between the Operator, the Operator's staff and the City.

Additionally, nothing contained in this agreement shall be deemed to constitute the Parties hereto as partners nor as agents of the other. The Parties are wholly separate legal entities. Neither Party shall have any authority to act for the other or to incur any obligations on behalf of the other.

Accordingly:

- 4.1 The Operator agrees that the City shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the City to the Operator or amounts paid by the Operator to its employees or contractors. The Operator agrees to indemnify the City from any and all claims in respect to the Company's failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plan contributions.
- 4.2 The Operator agrees that as an independent contractor, the Operator will not be qualified to participate in or to receive any employee benefits that the city may extend to its employees.
- 4.3 The Operator is free to provide services to other clients so long as there is no interference with the Operator's contractual obligations to the City.
- 4.4 The Operator has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the City.

## **5.0 WORKPLACE SAFETY INSURANCE BOARD**

The Operator agrees to submit to the City, a Clearance Certificate from the Workplace Safety and Insurance Board (WSIB) of Ontario; or written confirmation from the Workplace Safety Insurance Board that the Operator and employees are not subject to Workplace Safety Insurance.

Workplace Safety Insurance Act coverage, assessments or reports are the exclusive responsibility of the Operator. If in default under the Act or Regulations, the City may withhold payment in an amount sufficient to cover such default or cancel the contract.

## **6.0 INDEMNIFICATION AND SAVE HARMLESS**

The Operator hereby covenants at all times to indemnify and save harmless the City against all claims and demands which may be brought against or made upon the Operator and against all loss, liabilities, judgments, costs, demand or expenses, including legal costs, which the City may suffer resulting from or incidental to the services contracted subject to this Agreement or from any act or omission to act on the part of the Operator, its servants, agents, employees, contractors, sub-contractors, owners, operators or any of them during the currency of this agreement.

## **7.0 CITY'S COVENANTS**

### *Telephone/Electricity*

- 7.1 To pay when due the cost of the electricity costs supplied to the Chalet and Lands during the term of the agreement.
- 7.2 To pay for the provision of a telephone with unlimited talk for use by the operator for the duration of the contract.

### *Sanitary Collection System*

- 7.3 Pay for the costs associated with the Sanitary Collection System and programs unless otherwise specified.
- 7.4 To utilize a licensed waste hauler in respect to the Wastewater Holding Tanks and pay all associated costs for such unless otherwise specified.

### *Trailer/Tent/Transient Sites*

- 7.5 Rent trailer, tent and transient sites to seasonal campers as shown on Schedule "B" hereto attached. The City must approve any modifications to any existing or proposed trailer, tent and/or transient sites.

- 7.6 The City will provide the Operator with a City debit/credit machine or equivalent to the satisfaction of the City.
- 7.7 The City will provide the Operator one (1) seasonal site for use by the caretaker at no charge.
- 7.8 The City will be solely responsible for the administration of seasonal site agreements including the collection of fees.

#### *Maintenance and Repair of the Lands*

- 7.9 During the term of the agreement and any extension thereof to keep the said lands and chalet including windows, and fixtures therein in good repair, reasonable wear and tear, and damage by fire, lightning, tempest, flood, explosion, act of God, or the Queen's enemies, riot, civil commotion, insurrection, structural defects and other causes not the fault or responsibility of the Operator or any of its employees, only excepted, and to deliver them up in such condition on the termination of the lease.

#### *Rates*

- 7.10 The City will establish rates for transient sites, trailer sites, tenting sites and docking facilities.

#### *Access to the Lands*

- 7.11 To provide the Operator, members, invitees and servants reasonable access to the land by means of grading access road. Grading will be in accordance with Ontario Regulation 239/02 'Minimum Maintenance Standards for Municipal Highways'.

#### *Access to Chalet*

- 7.12 To permit the Operator, members, invitees and servants and all persons lawfully entitled to use, by this agreement, entrance to the washrooms and laundromat of said building. The remaining areas of the Chalet shall be considered closed and not accessible.

#### *Insurance*

- 7.13 To provide for insurance against perils such as fire, wind, snow and other acts of God.



### *Chalet Maintenance*

- 7.14 To ensure that the Chalets washrooms and laundromat are structurally sound and to alleviate any structural defects which may arise.

### *Park Maintenance*

- 7.15 The City shall provide funds for the materials and supplies to repair and maintain the park grounds, waterfront, docks and roadways as needed due to normal usage. The city shall be responsible for the installation and removal of docks.

### *Material Supplies*

- 7.16 The City will approve and provide the necessary materials and supplies required for the general maintenance of the Chalet and said lands.
- 7.17 The City will provide the necessary janitorial supplies for the operation of the park including cleaning supplies, paper towels and toilet paper.

### *Drinking Water System*

- 7.18 The City will ensure that the drinking water system is in compliance with the Ontario Safe Drinking Water Act.
- 7.19 The City will provide the necessary water testing equipment.

### *Office Kiosks*

- 7.20 The City shall provide two (2) kiosks to be placed near the Chalet at the entrance of the park to be utilized by the Operator before May 10, 2021. The kiosks shall only be used by the Operator to perform the duties as laid out in this agreement unless agreed otherwise.

### *Waste Collection*

- 7.21 The City shall provide waste collection at the park for use by the Operator and patrons of the park.
- 7.22 The City shall provide recycling collection at the park for use by the Operator and patrons of the park.

### *Fire Control*

- 7.23 The City shall provide a Burning Permit to the operators at no cost.

## **8.0 OPERATOR'S COVENANTS**

### *Water Distribution System*

- 8.1 Operator is to ensure that free available chlorine (FAC) residual is tested and recorded every 24 hours, turbidity is tested and recorded every 72 hours and that checks are completed by trained personnel as per Timiskaming Health Unit Directive dated August 26, 2019 hereto attached as Schedule "C". The Operator is also required to provide all records of testing to the City on a monthly basis.
- 8.2 The Operator is required to provide to the City a list of all personnel, including name and cell number, who will be conducting water system testing and recording.

### *Sanitary Collection System*

- 8.3 The Operator will oversee the disposal of waste by all park patrons into the waste disposal system as provided by the City. The Operator shall be responsible for any cleaning necessary due to the misuse of the waste disposal system.

### *Park Operation*

- 8.4 The Operator shall ensure that transient sites are reserved for occupants whose length of stay is no longer than (15) consecutive days.
- 8.5 The Operator shall supply a receipt to the camper and the City for all transactions and they shall forward a copy of all receipts the next Monday or Friday to the City.
- 8.6 The Operator shall forward all funds from Campsites and Boat Slips to the City on Monday and Friday of each week.
- 8.7 The Operator may operate a small confectionary (pre-packaged items only). Any profit/loss from this operation is that of the Operator.
- 8.8 The Operator shall have the option to provide a waste disposal service for both tenants and non-tenants of Bucke Park and have the right to charge a fee for that service. There must be a fee of a minimum of \$5 for any waste disposal by non-tenants of Bucke Park. If a fee is charged for waste disposal the Operator is responsible to remit \$5 per fee charged to the City.

*Cost of Repairs when Operator at fault*

- 8.9 That if the chalet, heaters, light fixtures, pipes and other apparatus (or any of them) used for the purpose of heating the building, or if water pipes, drainage pipes, or the roof, outside walls or windows of the chalet get out of repair or become damaged or destroyed through the negligence, carelessness or misuse by the Operator, his directors, members, invites, servants, agents, or anyone permitted by him to be in the chalet, the expense of any necessary repairs, replacements or alterations shall be the exclusive cost of the Operator.

*Assigning of Subletting*

- 8.10 The Operator may not assign temporary use to other bodies unless prior written consent is received from the City, which consent will not be unreasonably withheld. The Operator will be responsible for all provisions of this agreement when temporary use is assigned to other bodies.

*Park Maintenance*

- 8.11 The Operator shall be responsible for the repair and maintenance of the park grounds, waterfront, docks and roadways in need of such caused by normal usage.

*Devil's Rock Trail System*

- 8.12 The Operator shall at least once per month during the term of this agreement review the Devil's Rock Trail System as outlined in Schedule "A", hereto attached which included signage, all trails, lookouts, and access from Highway 567. The Operator shall maintain the trail system such that the system is passable by visitors and report to the City any damage or necessary work required to be conducted by the City beyond the capability of the Operator.
- 8.13 The Operator shall maintain a log book, supplied by the City to record visitors utilizing the Devil's Rock Trail system via Bucke Park Campground.

*Cleanliness*

- 8.14 The Operator shall be responsible for janitorial services so as to cause the buildings with the park to be kept in a state acceptable to the Timiskaming Health Unit and the City.

### *Entry by City*

- 8.15 To permit the City or its agents to enter upon the premises at anytime and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to any structure, and the Operator shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the landlord shall give reasonable advance notice to avoid inconvenience to the Operator given the private and confidential nature of the profession of the Operator.

### *Alterations*

- 8.16 Except as herein provided, not to make or permit to be made any structural alteration, addition, change or improvement to the Chalet or the Lands without obtaining prior written approval of the City which approval shall not be unreasonably withheld.
- 8.17 The Operator shall also prohibit the erection of any permanent buildings or structures of any kind whatsoever to any trailer or vehicle within the camp. Accessory and non-permanent structures may be erected so long as they are removed from the Lands or stored in areas designated by the City for that purpose. The City reserves the rights to refuse this privilege as it sees fit.

### *Reports by Operator*

- 8.18 The Operator shall prepare a weekly report to be sent to the Director of Recreation on every Friday that a tenant occupies the park and will include the following information: revenue collected, number of transient site stays, notes from the week and attendance at the park by the public. The Operator shall also prepare an end of season report that will review the previous year's operations and recommend any improvements they deem necessary. This report will be reviewed by the City. The City may or may not incorporate the recommendations.

### *Usage of Park*

- 8.19 The Operator will ensure all patrons respect that the lands, with the exception of the established sites, are for freehold public use. The Operator may not charge or unreasonably restrict use of the boat launch, parking areas, beach, and fishing or common park areas within the lands.

### *Fire Control*

- 8.20 The Operator shall obtain a burning permit from the City of Temiskaming Shores in accordance to regulations and abide by any restrictions announced throughout the operating season.
- 8.21 The Operator shall ensure that no person shall light or use an open fire except in fire pits designated for such purpose.
- 8.22 It is the responsibility of the Operator to ensure that campers follow the provisions of the fire permit and that there are no burning restrictions in place.

### *Boat Slips at Marina*

- 8.23 The Operator is entitled to rent boat slips to the general public. The Operator will ensure that at least two (2) transient slips are available at all times. Boat slip locations will be at the discretion of the Operator and the Operator has the discretion to request a boat slip tenant to move to a different boat slip. Storage of boats on the outside of the break-wall or in a manner that prohibits the use of the launch shall be prohibited.
- 8.24 The Operator is responsible for the maintenance of the slips for the duration of this agreement.
- 8.25 All boat slip fees are to be forwarded to the City each Friday.

### *Park Rules*

- 8.26 A list of park rules that the Operator is responsible for enforcing are as indicated in Schedule “E” – *PARK RULES*, hereto attached. Additional rules may be added at the discretion of the City.

### *Communication*

- 8.27 All communication surrounding the terms of the lease and administration of Bucke Park and its sites shall be made from the Operator to the Director of Recreation.

### *List of Operators*

- 8.28 The Operator shall provide a list to the City before the start of this agreement that includes the name, residential address, phone number and email of all owners, directors, management and employees of the Operator.

## **9.0 PROVISOS**

Provided always and it is hereby agreed as follows:

### *Amendments*

- 9.1 This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

### *Replacement of Damaged Facilities*

- 9.2 In the event that the complete destruction of or damage to the chalet or partial damage to the building which results in the Operator's inability to reasonably carry on his business therein, the Agreement shall cease until the premises are fit to allow the operator to reasonably carry on his business. The City shall begin the repair or replacement thereof and with due diligence repair or reconstruct the structure of the same type and character and of equal value. After completing the repair, reconstruction or replacement, the balance of any insurance proceeds or other proceeds available by reason thereof belong absolutely to the City.
- 9.3 The City, instead of repair or replacement may at its option terminate this agreement on giving to the Operator within thirty (30) days of the happening of the damage or destruction notice in writing of its intention. Upon notification thereupon any payments for which the City is liable under the agreement shall be apportioned and paid to the date of such happening of the damage or destruction and Operator shall immediately deliver up possession of the Lands to the City.

### *Damage to Lands*

- 9.4 The city shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Operator to employees of the Operator to any other person while in the chalet or on the Lands unless such loss, damage or injury shall be caused by the negligence of the City or its employees, servants or agents and the City shall not be liable in any event for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the chalet or from the water, steam or drainage of the chalet or from any other place or quarter not for any damage caused by or attributable to the condition or arrangement of any electric or other wiring not for any damage caused by anything done or omitted by any other Operator.

### *Impossibility of Performance*

- 9.5 It is understood and agreed that whenever and to the extent that the City shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, good, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the City shall be relieved from the fulfillment of such obligation and the Operator shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

### *Effect of Agreement*

- 9.6 This agreement and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators of the City, as the case may be, of each (and every) or the parties hereto, and where there is more than one Operator or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenant shall be deemed joint and several.

**IN WITNESS WHEREOF** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed and Sealed in  
the presence of

**Sylvain G. Gelineau**

Operator – Sylvain Gelineau

Witness

Print Name:

Title:

Municipal Seal

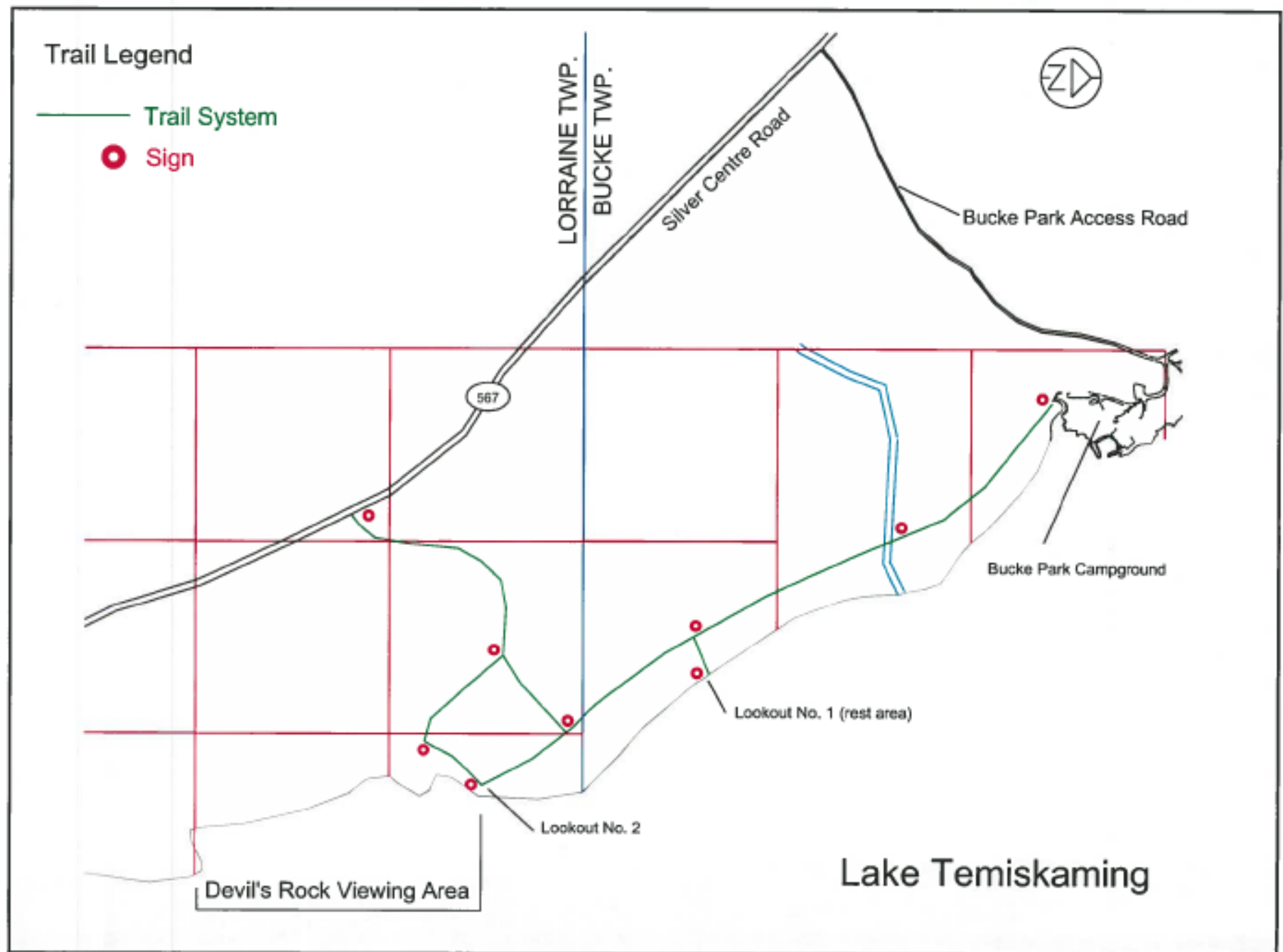
**Corporation of the City of  
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – Logan Belanger



## SCHEDULE A



SCHEDULE B





Services de santé du

**TIMISKAMING**  
Health Unit

*Enhancing your health in so many ways.*

**Head Office:**

247 Whitewood Avenue, Unit 43  
PO Box 1090  
New Liskeard, ON P0J 1P0  
Tel.: 705-647-4305 Fax: 705-647-5779

**Branch Offices:**

Dymond Tel.: 705-647-8305 Fax: 705-647-8315  
Englehart Tel.: 705-544-2221 Fax: 705-544-8698  
Kirkland Lake Tel.: 705-567-9355 Fax: 705-567-5476

[www.timiskaminghu.com](http://www.timiskaminghu.com)

August 26, 2019

City of Temiskaming Shores

Attention: Steve Burnett, Manager of Environmental Services

**Re: Small Drinking Water System #86309NEKD located at the Bucke Park, Bucke Township, City of Temiskaming Shores, ON**

This letter is to inform you that the site specific risk assessment of the Small Drinking Water System (SDWS) located at Bucke Park was completed on August 20, 2019. Based on that risk assessment, it was determined that the requirements and actions specified in the enclosed Directive are necessary to ensure a safe water supply to the users. The Directive has been served on the City of Temiskaming Shores, the current owner of this system and remains in effect for any future owner(s) or operator(s) of this system.

Please familiarize yourself with the following sections of Ontario Regulation 319/08:

- Section 5(6) detailing requirements for notification and sampling after a shut-down period of 60 days or more;
- Section 17 detailing sampling location;
- Sections 9, 10, 11, 14(9) and 24 detailing record keeping; and,

The owner and operator of a small drinking water system shall ensure that, for every sample required by this Regulation, a record is made of the date and time the sample was taken, the location where the sample was taken, the name of the person who took the sample and the result of the drinking water test conducted on the sample. O. Reg. 319/08, s. 24 (1).

Records relating to maintenance on the water treatment equipment could include filter backwash/changes, UV bulb changes, and season start up/shut down dates. Records relating to adverse events must also be kept for at least five years.

While certain sections have been highlighted in this letter, please read the regulation carefully to ensure compliance with all sections that apply to this system. A copy of Ontario Regulation 319/08 (Small Drinking Water Systems) is enclosed.

If you have any questions or concerns, please do not hesitate to contact our office.

Regards,

Maria McLean, CPHI(C)  
Public Health Inspector



Services de santé du

**TIMISKAMING**  
Health Unit

*Enhancing your health in so many ways.*

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[www.timiskaminghu.com](http://www.timiskaminghu.com)

Bucke Park Campground  
523060 Bucke Park Rd.  
North Cobalt, ON  
P0J 1K0  
SDWS# 86309NEKD

## Directive Document under Ontario Regulation 319/08

**Made pursuant to section 7 of O. Reg 319/08 (Small Drinking Water Systems) made under the *Health Protection and Promotion Act*, R.S.O. 1990 c. H.7**

I, Maria McLean, a Public Health Inspector of the Timiskaming Health Unit direct the owner(s) and the operator(s) to follow the requirements and take the actions that are specified in this Directive. The owner(s) and the operator(s) shall ensure that the small drinking water system is operated in accordance with the requirements of O. Reg. 319/08.

On August 20<sup>th</sup> 2019, Maria McLean conducted a risk assessment on the small drinking water system located at Bucke Park Campground, 523060 Bucke Park Road, North Cobalt, Ontario.

Based on that risk assessment, Maria McLean determined the requirements and actions specified in this Directive are necessary to ensure a safe water supply to the users.

This directive contains legal requirements in addition to O. Reg. 319/08. To ensure that the Small Drinking Water System is in compliance, please familiarize yourself with Ontario Regulation 319/08.

### **NOTICE**

**TAKE NOTICE THAT** the owner(s) and the operator(s) have a right to request a review of this Directive or amendment by Dr. Glen Corneil, Acting Medical Officer of Health of the Timiskaming Health Unit, pursuant to section 37 of O. Reg. 319/08 (Small Drinking Water Systems) made under the *Health Protection and Promotion Act*. The request must be made in writing and filed, by way of personal service, service by pre-paid registered mail, or service by fax, on the Medical Officer of Health noted below within seven (7) days after this Directive is served on you.

Furthermore, the request shall include the portions of the Directive or amendment to the Directive in respect of which the review is requested; any submission that the applicant for the review wishes the Medical Officer of Health to consider; and an address for purposes of receiving the Medical Officer of Health's decision on the requested review.

**Part I**  
**Risk Category**

Based on the risk assessment conducted on August 20<sup>th</sup> 2019, the Small Drinking Water System (SDWS) known as Bucke Park Campground was assigned a MODERATE risk category.

**Description of the SDWS:**

The SDWS consists of one drilled well (without pit), installed September 29<sup>th</sup>, 2015 by Puits du Temiscamingue (Well Tag No. A168507). Treatment begins with two cartridge filters, one at 5 microns and one at 1 micron. Water then enters an arsenic removal system (ion exchange) consisting of 3 sets of parallel filters, with 2 filters in each series. Water then enters Trojan UVMMax Pro20 equipped with both audible alarm and automatic shut off.

Secondary disinfection consists of a storage/ chlorine mixing tank. Water is subsequently distributed via 3 distribution lines. The first services the chalet, the second services the east campground, and the last services the south campground. Water is further distributed via 10 stand pipes, consisting of 6 connections on each. Each stand pipe has a backflow prevention device. Trailers are required to supply their own water hose to connect to the closest standpipe.

**Part II**  
**Treatment System**

2.0 The owner(s) and the operator(s) shall ensure that:

- a) The water treatment equipment is operated in accordance with the manufacturer's instructions and in a manner that achieves the design capabilities.
- b) Any written manufacturer operating manuals or instructions that relate to any water treatment equipment must be kept nearby and maintained for 5 years or as long as the water treatment remains in operation, whichever period is longer.

2.1 The owner(s) and the operator(s) shall:

- a) Provide filtration or other treatment as necessary to allow for proper functioning of the disinfecting equipment.
- b) Provide filtration or other treatment necessary to provide water that, when sampled and tested, have less than **0.01 milligrams per liter Arsenic**.
- c) Provide disinfecting equipment that is capable of achieving primary disinfection that is necessary for the removal or inactivation of all bacteria, viruses, and protozoa in the water.
- d) Provide secondary disinfection of the distribution system.

2.2 The owner(s) and the operator(s) shall ensure that the following disinfection treatment requirements are met at all locations within the distribution system unless point of entry device(s) is/are provided:

- Free available chlorine (FAC) residual is never less than 0.05 milligrams per liter.

**Part III**  
**Sampling and Testing**

3.0 The owner(s) and the operator(s) shall ensure that the following samples are taken and that the following tests are conducted at the frequency that is indicated to ensure that the drinking water sample meets the Ontario Drinking Water Quality Standards:

- a) The sampling frequency for primary parameters (*E. coli* and total coliforms) is **one sample every two months** when water is supplied to the users and at the following locations:
  - Rotational basis to ensure that different branches of the distribution system are sampled throughout the operating season.
- b) That the free available chlorine (FAC) residual is measured and recorded every time a water sample is taken for primary parameters (*E. coli* and total coliforms) testing.
- c) The frequency of sampling for Arsenic in the treated water is a minimum of one sample every two months when water is supplied to users;
- d) Prior to supplying water to users of the system after a period of more than 60 days duration during which the system has not been supplying water to users, the owner and operator shall ensure that a water sample is taken and tested for *E. coli* and total coliforms.

**Part IV**  
**Operational Checks**

4.0 The owner(s) and the operator(s) shall ensure that:

- a) The operational checks and maintenance of treatment devices are performed in accordance with written manufacturer's operating manual(s) and instruction(s).
- b) Free available chlorine (FAC) is tested and recorded at a minimum frequency of once every 24 hours. Rotate sampling to ensure that different branches of the distribution system are sampled throughout the operating season.
- c) If test results do not indicate the absence of *E. coli* and total coliforms the owner and/or operator shall immediately fulfill the notification, reporting and corrective action requirements under this Regulation;
- d) If test results indicate Arsenic levels exceed the standard prescribed in the Ontario Drinking Water Quality Standards, the owner and/or operator shall immediately fulfill the notification, reporting and corrective action requirements under this Regulation.

**Part V**  
**Posting of Warning Signage**

Not applicable

**Part VI**  
**Records**

The owner(s) and the operator(s) of a small drinking water system shall ensure that, for every sample required by O. Reg. 319/08, a record is made of the date and time the sample was taken, the location where the sample was taken, the name of the person who took the sample and the result of the drinking water test conducted on the sample.

**Part VII**  
**Operator Knowledge and Training**

The owner(s) and operator(s) shall be familiar with:

- a) The content of the documents provided by the Health Department.
- b) General protection requirements (water source, source water protection issues, potential system failure, impacts of system failure, notification of users).
- c) Proper sampling techniques and lab submission processes.
- d) Ability to operate and understand why and how the treatment equipment works and what to do if treatment fails.
- e) Ability to maintain the operation of the equipment to manufacturer's instructions.
- f) Distributions systems (how to sample, maintenance, and manage what to do if a distribution system breaks).

The operator(s) requires the following training: Operation of Small Drinking Water Systems course. Can be taken online or in class. <https://wcwc.ca/training/courses/>

**Included:**

Copy of

1. Ontario Regulation 319/08

Bucke Park Campground, North Cobalt, Ontario  
SDWS# 86309NEKD

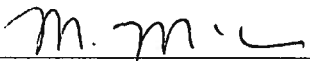
The address of Dr. Corneil is as follows:

Timiskaming Health Unit  
**Attn: Dr. Glen Corneil**  
Acting Medical Officer of Health  
247 Whitewood Ave, Unit 43  
New Liskeard, Ontario P0J 1P0  
Fax # 705-647-5779

**AND TAKE FURTHER NOTICE THAT** this Directive takes effect on the date that it is served on the owner(s) even though a review may be requested.

**FAILURE** to comply with this Directive is an offence under the *Health Protection and Promotion Act* for which an individual may be liable upon conviction to a fine of not more than \$5,000.00 and a municipality or other corporation may be liable upon conviction to a fine of not more than \$25,000.00 for every day or part of each day on which the offence occurs or continues. Where a corporation, other than a board of health or a municipality, is convicted of an offence under this Act, each director of the corporation and each officer, employee or agent of the corporation who was in whole or in part responsible for the conduct of that part of the business of the corporation that gave rise to the offence, is guilty of an offence unless he or she satisfies the court that he or she took all reasonable care to prevent the commission of the offence.

Dated at the Timiskaming Health Unit, this 26<sup>th</sup> day of August 2019.

  
\_\_\_\_\_

Maria McLean, C.P.H.I. (C)  
Public Health Inspector  
Timiskaming Health Unit

Served Upon: Steve Burnett, Owner

Hand delivered by: \_\_\_\_\_

Date/Time: \_\_\_\_\_

-or-

Registered courier: \_\_\_\_\_

Date: \_\_\_\_\_

Received by:  \_\_\_\_\_

Date/Time: Aug 27/19 / 1:12 pm



## SCHEDULE D



### **RULES OF THE BUCKE PARK CAMPGROUND**

The City of Temiskaming Shores hires an Operator to manage the campground. The Operator(s) they are authorized to manage the care and control of the park.

Any camper breaching any of these rules may be evicted from the park with no refund permitted.

#### **1) Period of Occupancy**

No occupancy will be allowed in the park during the period of November 1<sup>st</sup> to April 30<sup>th</sup>. Trailers may be stored on the site if the appropriate winter storage agreement has been signed and fee paid to the City.

#### **2) Trailer and Accessories Area**

The area of each lot covered by a trailer and accessories such as decks, sheds, add-ons can at no time exceed 50% of the trailer lot.

#### **3) Occupancy of Trailer Lots**

Each trailer lot is allowed only one trailer on it at any time.

#### **4) Waste Disposal**

Campers are responsible to dispose of their own garbage in the containers provided in the park. Sewage or grey water must be emptied into the holding tank at the entrance to the park.

#### **5) Pets**

Campers with any pets must not let them run at large or commit any nuisance within the limits of the park. All pets harbored in the park for more than 30 consecutive days must have municipal tags. Campers must clean up after their pets at all times.

#### **6) Campfires**

Campfires are permitted only in contained fire pits and must be extinguished before retiring, in the event of high winds, or upon request of the park operator.

## **SCHEDULE D**

### **7) Firewood**

No scrap wood (i.e. countertops, cupboards, wooden lawn furniture) to be burned. Approval from the Operator is required prior to cutting down trees for any purpose.

### **8) Speed Limits**

The speed limit for all vehicles inside the park is **10 km/h**.

### **9) Parking**

There are to be no vehicles parked on park roadways at any time. Any visitors to the park must park in the designated visitor parking areas. Any boat trailers that will be in the park for a period of more than five (5) Consecutive days must be parked in the trailer parking lot at the North end of the park.

Parking in the vicinity of the launch is permitted however not in a manner that impedes the use of the launch. Notices will be provided to the car owner should this occur.

### **10) Hunting**

Is not permitted in the park or on the Devil's Rock Trail

### **11) Beach**

The Beach is not supervised and children under 12 years of age require adult supervision.

### **12) Improper Conduct**

Seasonal Campers are responsible for the conduct of their guests. Conduct disturbing or objectionable to the Operator and other campers will not be tolerated.

### **13) Communication**

Any issues that arise should be first communicated with the Park Operator or member of the operating committee.

**NOTE:** The Operator will provide a verbal warning to the camper when a rule is not adhered to and log the incident in the log book. Should the camper repeat the action or not adhere to another rule a written warning will be provided. On the third incident, the camper will be asked to leave the park for the remainder of the season.

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

**By-law No. 2021-007**

**Being a by-law to enter into an Agreement with Sylvain Gelineau  
for the Operation of Bucke Park Campground  
for the 2021 Operating Season**

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

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

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

**And whereas** Council at its January 19, 2021 Regular Council Meeting, acknowledged receipt of Administrative Report No. RS-001-2021 regarding the Bucke Park Operator's Agreement and directed staff to prepare the necessary by-law to enter into an agreement with Sylvain Gelineau for the operation of Bucke Park for the 2021 term;

**And whereas** the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into an agreement with Sylvain Gelineau for the operation of Bucke Park from April 30, 2021 until October 18, 2021;

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

1. That the Mayor and Clerk be authorized to enter into an agreement with Sylvain Gelineau for the Operation of Bucke Park for the 2021 term, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 19<sup>th</sup> day of January, 2021.

---

Mayor – Carman Kidd

---

Clerk – Logan Belanger



Schedule “A” to

## **By-law 2021-007**

Agreement between

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

And

**Sylvian Gelineau**

**for the Operation of Bucke Park Campground  
for the 2021 Operating Season**

This agreement made the 19 day of January 2021

Between:

**CITY OF TEMISKAMING SHORES**  
(Hereinafter called the "City")

And:

**Sylvain G. Gelineau**  
(Hereinafter called the "Operator")

**WHEREAS** the City is the owner of the lands described as follows:

North Part of Lot 15; Concession 1; Bucke Township; Parcel 4139 N.N.D.  
(Hereinafter called the "Lands"); and

On the Lands there is a two-storey main building  
(Hereinafter called the "Chalet")

**AND WHEREAS** the parties hereto have agreed to enter into this agreement.

### **1.0 PREMISES**

The City hereby permits the Operator the Lands municipally known as "Bucke Centennial Park" as shown on Schedule "A" hereto attached.

### **2.0 INGRESS AND EGRESS**

Together with right of ingress and egress for the Operators servants, family, invitees, and patrons, the use of entrance, halls, stairways, rooms, landings, walkways, driveways, park lands, docks, beaches, parking lots, and stopping areas in and about the lands and structures. (Hereinafter called the "Common Areas").

### **3.0 TERM AND RATE**

The term of this lease runs from April 30, 2021 to October 18, 2021

The City shall pay to the Operator \$17,250 to render services as laid out in this agreement. Payment will be made in 3 payments to the operator.

Payments shall be made in the following manner:

3.1 25% payment on May 14, 2021

3.2 50% payment on July 31, 2021

3.3 15% payment on September 30, 2021

3.4 10% payment on October 18, 2021

The Operator shall be responsible for providing the City the necessary documentation to receive payment by Electronic Funds Transfer.

#### **4.0 INDEPENDENT CONTRACTOR**

The City would purchase the services described in this Agreement from the Operator that will be delivered by The Operator and any designates. The Operator is an independent contractor with respect to the provision of said services. In no way shall any provisions of this Agreement be construed to create an employee-employer relationship between the Operator, the Operator’s staff and the City.

Additionally, nothing contained in this agreement shall be deemed to constitute the Parties hereto as partners nor as agents of the other. The Parties are wholly separate legal entities. Neither Party shall have any authority to act for the other or to incur any obligations on behalf of the other.

Accordingly:

- 4.1 The Operator agrees that the City shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the City to the Operator or amounts paid by the Operator to its employees or contractors. The Operator agrees to indemnify the City from any and all claims in respect to the Company’s failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plan contributions.
- 4.2 The Operator agrees that as an independent contractor, the Operator will not be qualified to participate in or to receive any employee benefits that the city may extend to its employees.
- 4.3 The Operator is free to provide services to other clients so long as there is no interference with the Operator’s contractual obligations to the City.
- 4.4 The Operator has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the City.

## **5.0 WORKPLACE SAFETY INSURANCE BOARD**

The Operator agrees to submit to the City, a Clearance Certificate from the Workplace Safety and Insurance Board (WSIB) of Ontario; or written confirmation from the Workplace Safety Insurance Board that the Operator and employees are not subject to Workplace Safety Insurance.

Workplace Safety Insurance Act coverage, assessments or reports are the exclusive responsibility of the Operator. If in default under the Act or Regulations, the City may withhold payment in an amount sufficient to cover such default or cancel the contract.

## **6.0 INDEMNIFICATION AND SAVE HARMLESS**

The Operator hereby covenants at all times to indemnify and save harmless the City against all claims and demands which may be brought against or made upon the Operator and against all loss, liabilities, judgments, costs, demand or expenses, including legal costs, which the City may suffer resulting from or incidental to the services contracted subject to this Agreement or from any act or omission to act on the part of the Operator, its servants, agents, employees, contractors, sub-contractors, owners, operators or any of them during the currency of this agreement.

## **7.0 CITY’S COVENANTS**

### *Telephone/Electricity*

- 7.1 To pay when due the cost of the electricity costs supplied to the Chalet and Lands during the term of the agreement.
- 7.2 To pay for the provision of a telephone with unlimited talk for use by the operator for the duration of the contract.

### *Sanitary Collection System*

- 7.3 Pay for the costs associated with the Sanitary Collection System and programs unless otherwise specified.
- 7.4 To utilize a licensed waste hauler in respect to the Wastewater Holding Tanks and pay all associated costs for such unless otherwise specified.

### *Trailer/Tent/Transient Sites*

- 7.5 Rent trailer, tent and transient sites to seasonal campers as shown on Schedule “B” hereto attached. The City must approve any modifications to any existing or proposed trailer, tent and/or transient sites.



- 7.6 The City will provide the Operator with a City debit/credit machine or equivalent to the satisfaction of the City.
- 7.7 The City will provide the Operator one (1) seasonal site for use by the caretaker at no charge.
- 7.8 The City will be solely responsible for the administration of seasonal site agreements including the collection of fees.

#### *Maintenance and Repair of the Lands*

- 7.9 During the term of the agreement and any extension thereof to keep the said lands and chalet including windows, and fixtures therein in good repair, reasonable wear and tear, and damage by fire, lightning, tempest, flood, explosion, act of God, or the Queen’s enemies, riot, civil commotion, insurrection, structural defects and other causes not the fault or responsibility of the Operator or any of its employees, only excepted, and to deliver them up in such condition on the termination of the lease.

#### *Rates*

- 7.10 The City will establish rates for transient sites, trailer sites, tenting sites and docking facilities.

#### *Access to the Lands*

- 7.11 To provide the Operator, members, invitees and servants reasonable access to the land by means of grading access road. Grading will be in accordance with Ontario Regulation 239/02 ‘Minimum Maintenance Standards for Municipal Highways’.

#### *Access to Chalet*

- 7.12 To permit the Operator, members, invitees and servants and all persons lawfully entitled to use, by this agreement, entrance to the washrooms and laundromat of said building. The remaining areas of the Chalet shall be considered closed and not accessible.

#### *Insurance*

- 7.13 To provide for insurance against perils such as fire, wind, snow and other acts of God.

### *Chalet Maintenance*

- 7.14 To ensure that the Chalets washrooms and laundromat are structurally sound and to alleviate any structural defects which may arise.

### *Park Maintenance*

- 7.15 The City shall provide funds for the materials and supplies to repair and maintain the park grounds, waterfront, docks and roadways as needed due to normal usage. The city shall be responsible for the installation and removal of docks.

### *Material Supplies*

- 7.16 The City will approve and provide the necessary materials and supplies required for the general maintenance of the Chalet and said lands.
- 7.17 The City will provide the necessary janitorial supplies for the operation of the park including cleaning supplies, paper towels and toilet paper.

### *Drinking Water System*

- 7.18 The City will ensure that the drinking water system is in compliance with the Ontario Safe Drinking Water Act.
- 7.19 The City will provide the necessary water testing equipment.

### *Office Kiosks*

- 7.20 The City shall provide two (2) kiosks to be placed near the Chalet at the entrance of the park to be utilized by the Operator before May 10, 2021. The kiosks shall only be used by the Operator to perform the duties as laid out in this agreement unless agreed otherwise.

### *Waste Collection*

- 7.21 The City shall provide waste collection at the park for use by the Operator and patrons of the park.
- 7.22 The City shall provide recycling collection at the park for use by the Operator and patrons of the park.

### *Fire Control*

- 7.23 The City shall provide a Burning Permit to the operators at no cost.

## **8.0 OPERATOR’S COVENANTS**

### *Water Distribution System*

- 8.1 Operator is to ensure that free available chlorine (FAC) residual is tested and recorded every 24 hours, turbidity is tested and recorded every 72 hours and that checks are completed by trained personnel as per Timiskaming Health Unit Directive dated August 26, 2019 hereto attached as Schedule “C”. The Operator is also required to provide all records of testing to the City on a monthly basis.
- 8.2 The Operator is required to provide to the City a list of all personnel, including name and cell number, who will be conducting water system testing and recording.

### *Sanitary Collection System*

- 8.3 The Operator will oversee the disposal of waste by all park patrons into the waste disposal system as provided by the City. The Operator shall be responsible for any cleaning necessary due to the misuse of the waste disposal system.

### *Park Operation*

- 8.4 The Operator shall ensure that transient sites are reserved for occupants whose length of stay is no longer than (15) consecutive days.
- 8.5 The Operator shall supply a receipt to the camper and the City for all transactions and they shall forward a copy of all receipts the next Monday or Friday to the City.
- 8.6 The Operator shall forward all funds from Campsites and Boat Slips to the City on Monday and Friday of each week.
- 8.7 The Operator may operate a small confectionary (pre-packaged items only). Any profit/loss from this operation is that of the Operator.
- 8.8 The Operator shall have the option to provide a waste disposal service for both tenants and non-tenants of Bucke Park and have the right to charge a fee for that service. There must be a fee of a minimum of \$5 for any waste disposal by non-tenants of Bucke Park. If a fee is charged for waste disposal the Operator is responsible to remit \$5 per fee charged to the City.

*Cost of Repairs when Operator at fault*

- 8.9 That if the chalet, heaters, light fixtures, pipes and other apparatus (or any of them) used for the purpose of heating the building, or if water pipes, drainage pipes, or the roof, outside walls or windows of the chalet get out of repair or become damaged or destroyed through the negligence, carelessness or misuse by the Operator, his directors, members, invites, servants, agents, or anyone permitted by him to be in the chalet, the expense of any necessary repairs, replacements or alterations shall be the exclusive cost of the Operator.

*Assigning of Subletting*

- 8.10 The Operator may not assign temporary use to other bodies unless prior written consent is received from the City, which consent will not be unreasonably withheld. The Operator will be responsible for all provisions of this agreement when temporary use is assigned to other bodies.

*Park Maintenance*

- 8.11 The Operator shall be responsible for the repair and maintenance of the park grounds, waterfront, docks and roadways in need of such caused by normal usage.

*Devil's Rock Trail System*

- 8.12 The Operator shall at least once per month during the term of this agreement review the Devil's Rock Trail System as outlined in Schedule “A”, hereto attached which included signage, all trails, lookouts, and access from Highway 567. The Operator shall maintain the trail system such that the system is passable by visitors and report to the City any damage or necessary work required to be conducted by the City beyond the capability of the Operator.
- 8.13 The Operator shall maintain a log book, supplied by the City to record visitors utilizing the Devil's Rock Trail system via Bucke Park Campground.

*Cleanliness*

- 8.14 The Operator shall be responsible for janitorial services so as to cause the buildings with the park to be kept in a state acceptable to the Timiskaming Health Unit and the City.

*Entry by City*

- 8.15 To permit the City or its agents to enter upon the premises at anytime and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to any structure, and the Operator shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the landlord shall give reasonable advance notice to avoid inconvenience to the Operator given the private and confidential nature of the profession of the Operator.

*Alterations*

- 8.16 Except as herein provided, not to make or permit to be made any structural alteration, addition, change or improvement to the Chalet or the Lands without obtaining prior written approval of the City which approval shall not be unreasonably withheld.
- 8.17 The Operator shall also prohibit the erection of any permanent buildings or structures of any kind whatsoever to any trailer or vehicle within the camp. Accessory and non-permanent structures may be erected so long as they are removed from the Lands or stored in areas designated by the City for that purpose. The City reserves the rights to refuse this privilege as it sees fit.

*Reports by Operator*

- 8.18 The Operator shall prepare a weekly report to be sent to the Director of Recreation on every Friday that a tenant occupies the park and will include the following information: revenue collected, number of transient site stays, notes from the week and attendance at the park by the public. The Operator shall also prepare an end of season report that will review the previous year's operations and recommend any improvements they deem necessary. This report will be reviewed by the City. The City may or may not incorporate the recommendations.

*Usage of Park*

- 8.19 The Operator will ensure all patrons respect that the lands, with the exception of the established sites, are for freehold public use. The Operator may not charge or unreasonably restrict use of the boat launch, parking areas, beach, and fishing or common park areas within the lands.

### *Fire Control*

- 8.20 The Operator shall obtain a burning permit from the City of Temiskaming Shores in accordance to regulations and abide by any restrictions announced throughout the operating season.
- 8.21 The Operator shall ensure that no person shall light or use an open fire except in fire pits designated for such purpose.
- 8.22 It is the responsibility of the Operator to ensure that campers follow the provisions of the fire permit and that there are no burning restrictions in place.

### *Boat Slips at Marina*

- 8.23 The Operator is entitled to rent boat slips to the general public. The Operator will ensure that at least two (2) transient slips are available at all times. Boat slip locations will be at the discretion of the Operator and the Operator has the discretion to request a boat slip tenant to move to a different boat slip. Storage of boats on the outside of the break-wall or in a manner that prohibits the use of the launch shall be prohibited.
- 8.24 The Operator is responsible for the maintenance of the slips for the duration of this agreement.
- 8.25 All boat slip fees are to be forwarded to the City each Friday.

### *Park Rules*

- 8.26 A list of park rules that the Operator is responsible for enforcing are as indicated in Schedule “E” – *PARK RULES*, hereto attached. Additional rules may be added at the discretion of the City.

### *Communication*

- 8.27 All communication surrounding the terms of the lease and administration of Bucke Park and its sites shall be made from the Operator to the Director of Recreation.

### *List of Operators*

- 8.28 The Operator shall provide a list to the City before the start of this agreement that includes the name, residential address, phone number and email of all owners, directors, management and employees of the Operator.

## **9.0 PROVISOS**

Provided always and it is hereby agreed as follows:

### *Amendments*

- 9.1 This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

### *Replacement of Damaged Facilities*

- 9.2 In the event that the complete destruction of or damage to the chalet or partial damage to the building which results in the Operator’s inability to reasonably carry on his business therein, the Agreement shall cease until the premises are fit to allow the operator to reasonably carry on his business. The City shall begin the repair or replacement thereof and with due diligence repair or reconstruct the structure of the same type and character and of equal value. After completing the repair, reconstruction or replacement, the balance of any insurance proceeds or other proceeds available by reason thereof belong absolutely to the City.
- 9.3 The City, instead of repair or replacement may at its option terminate this agreement on giving to the Operator within thirty (30) days of the happening of the damage or destruction notice in writing of its intention. Upon notification thereupon any payments for which the City is liable under the agreement shall be apportioned and paid to the date of such happening of the damage or destruction and Operator shall immediately deliver up possession of the Lands to the City.

### *Damage to Lands*

- 9.4 The city shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Operator to employees of the Operator to any other person while in the chalet or on the Lands unless such loss, damage or injury shall be caused by the negligence of the City or its employees, servants or agents and the City shall not be liable in any event for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the chalet or from the water, steam or drainage of the chalet or from any other place or quarter not for any damage caused by or attributable to the condition or arrangement of any electric or other wiring not for any damage caused by anything done or omitted by any other Operator.

*Impossibility of Performance*

- 9.5 It is understood and agreed that whenever and to the extent that the City shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, good, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the City shall be relieved from the fulfillment of such obligation and the Operator shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

*Effect of Agreement*

- 9.6 This agreement and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators of the City, as the case may be, of each (and every) or the parties hereto, and where there is more than one Operator or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenant shall be deemed joint and several.



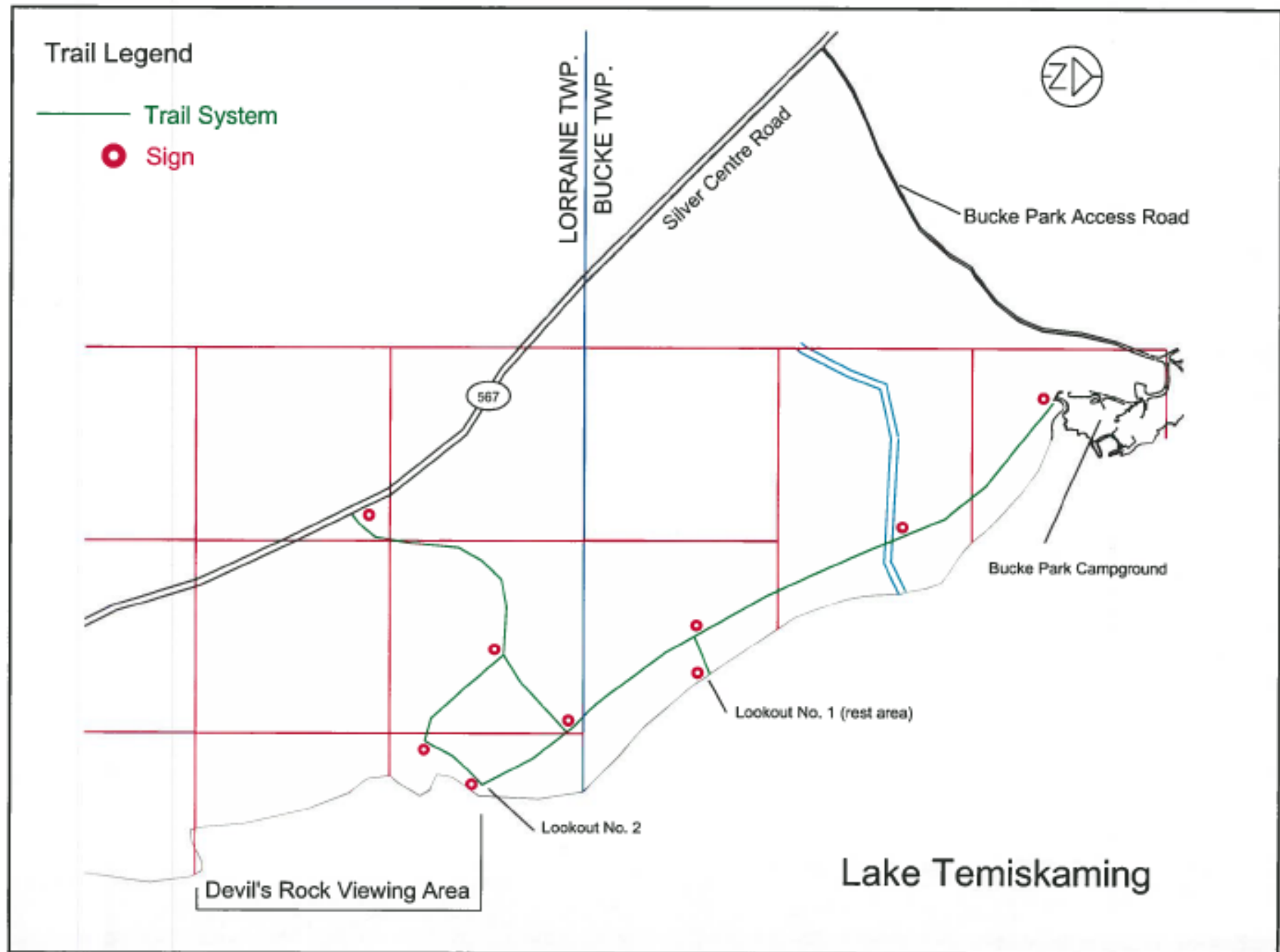
Signed and Sealed in  
the presence of

Operator – Sylvain Gelineau

Mayor – Carman Kidd

Clerk – Logan Belanger

## SCHEDULE A



SCHEDULE B





Services de santé du

**TIMISKAMING**  
Health Unit

*Enhancing your health in so many ways.*

**Head Office:**

247 Whitewood Avenue, Unit 43  
PO Box 1090  
New Liskeard, ON P0J 1P0  
Tel.: 705-647-4305 Fax: 705-647-5779

**Branch Offices:**

Dymond Tel.: 705-647-8305 Fax: 705-647-8315  
Englehart Tel.: 705-544-2221 Fax: 705-544-8698  
Kirkland Lake Tel.: 705-567-9355 Fax: 705-567-5476

[www.timiskaminghu.com](http://www.timiskaminghu.com)

August 26, 2019

City of Temiskaming Shores

Attention: Steve Burnett, Manager of Environmental Services

**Re: Small Drinking Water System #86309NEKD located at the Bucke Park, Bucke Township, City of Temiskaming Shores, ON**

This letter is to inform you that the site specific risk assessment of the Small Drinking Water System (SDWS) located at Bucke Park was completed on August 20, 2019. Based on that risk assessment, it was determined that the requirements and actions specified in the enclosed Directive are necessary to ensure a safe water supply to the users. The Directive has been served on the City of Temiskaming Shores, the current owner of this system and remains in effect for any future owner(s) or operator(s) of this system.

Please familiarize yourself with the following sections of Ontario Regulation 319/08:

- Section 5(6) detailing requirements for notification and sampling after a shut-down period of 60 days or more;
- Section 17 detailing sampling location;
- Sections 9, 10, 11, 14(9) and 24 detailing record keeping; and,

The owner and operator of a small drinking water system shall ensure that, for every sample required by this Regulation, a record is made of the date and time the sample was taken, the location where the sample was taken, the name of the person who took the sample and the result of the drinking water test conducted on the sample. O. Reg. 319/08, s. 24 (1).

Records relating to maintenance on the water treatment equipment could include filter backwash/changes, UV bulb changes, and season start up/shut down dates. Records relating to adverse events must also be kept for at least five years.

While certain sections have been highlighted in this letter, please read the regulation carefully to ensure compliance with all sections that apply to this system. A copy of Ontario Regulation 319/08 (Small Drinking Water Systems) is enclosed.

If you have any questions or concerns, please do not hesitate to contact our office.

Regards,

Maria McLean, CPHI(C)  
Public Health Inspector



Services de santé du

**TIMISKAMING**  
Health Unit

*Enhancing your health in so many ways.*

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[www.timiskaminghu.com](http://www.timiskaminghu.com)

Bucke Park Campground  
523060 Bucke Park Rd.  
North Cobalt, ON  
P0J 1K0  
SDWS# 86309NEKD

## Directive Document under Ontario Regulation 319/08

**Made pursuant to section 7 of O. Reg 319/08 (Small Drinking Water Systems) made under the *Health Protection and Promotion Act*, R.S.O. 1990 c. H.7**

I, Maria McLean, a Public Health Inspector of the Timiskaming Health Unit direct the owner(s) and the operator(s) to follow the requirements and take the actions that are specified in this Directive. The owner(s) and the operator(s) shall ensure that the small drinking water system is operated in accordance with the requirements of O. Reg. 319/08.

On August 20<sup>th</sup> 2019, Maria McLean conducted a risk assessment on the small drinking water system located at Bucke Park Campground, 523060 Bucke Park Road, North Cobalt, Ontario.

Based on that risk assessment, Maria McLean determined the requirements and actions specified in this Directive are necessary to ensure a safe water supply to the users.

This directive contains legal requirements in addition to O. Reg. 319/08. To ensure that the Small Drinking Water System is in compliance, please familiarize yourself with Ontario Regulation 319/08.

### **NOTICE**

**TAKE NOTICE THAT** the owner(s) and the operator(s) have a right to request a review of this Directive or amendment by Dr. Glen Corneil, Acting Medical Officer of Health of the Timiskaming Health Unit, pursuant to section 37 of O. Reg. 319/08 (Small Drinking Water Systems) made under the *Health Protection and Promotion Act*. The request must be made in writing and filed, by way of personal service, service by pre-paid registered mail, or service by fax, on the Medical Officer of Health noted below within seven (7) days after this Directive is served on you.

Furthermore, the request shall include the portions of the Directive or amendment to the Directive in respect of which the review is requested; any submission that the applicant for the review wishes the Medical Officer of Health to consider; and an address for purposes of receiving the Medical Officer of Health's decision on the requested review.

## Part I Risk Category

Based on the risk assessment conducted on August 20<sup>th</sup> 2019, the Small Drinking Water System (SDWS) known as Bucke Park Campground was assigned a MODERATE risk category.

### Description of the SDWS:

The SDWS consists of one drilled well (without pit), installed September 29th, 2015 by Puits du Temiscamingue (Well Tag No. A168507). Treatment begins with two cartridge filters, one at 5 microns and one at 1 micron. Water then enters an arsenic removal system (ion exchange) consisting of 3 sets of parallel filters, with 2 filters in each series. Water then enters Trojan UVMMax Pro20 equipped with both audible alarm and automatic shut off.

Secondary disinfection consists of a storage/ chlorine mixing tank. Water is subsequently distributed via 3 distribution lines. The first services the chalet, the second services the east campground, and the last services the south campground. Water is further distributed via 10 stand pipes, consisting of 6 connections on each. Each stand pipe has a backflow prevention device. Trailers are required to supply their own water hose to connect to the closest standpipe.

## Part II Treatment System

2.0 The owner(s) and the operator(s) shall ensure that:

- a) The water treatment equipment is operated in accordance with the manufacturer's instructions and in a manner that achieves the design capabilities.
- b) Any written manufacturer operating manuals or instructions that relate to any water treatment equipment must be kept nearby and maintained for 5 years or as long as the water treatment remains in operation, whichever period is longer.

2.1 The owner(s) and the operator(s) shall:

- a) Provide filtration or other treatment as necessary to allow for proper functioning of the disinfecting equipment.
- b) Provide filtration or other treatment necessary to provide water that, when sampled and tested, have less than **0.01 milligrams per liter Arsenic**.
- c) Provide disinfecting equipment that is capable of achieving primary disinfection that is necessary for the removal or inactivation of all bacteria, viruses, and protozoa in the water.
- d) Provide secondary disinfection of the distribution system.

2.2 The owner(s) and the operator(s) shall ensure that the following disinfection treatment requirements are met at all locations within the distribution system unless point of entry device(s) is/are provided:

- Free available chlorine (FAC) residual is never less than 0.05 milligrams per liter.

**Part III**  
**Sampling and Testing**

3.0 The owner(s) and the operator(s) shall ensure that the following samples are taken and that the following tests are conducted at the frequency that is indicated to ensure that the drinking water sample meets the Ontario Drinking Water Quality Standards:

- a) The sampling frequency for primary parameters (*E. coli* and total coliforms) is **one sample every two months** when water is supplied to the users and at the following locations:
  - Rotational basis to ensure that different branches of the distribution system are sampled throughout the operating season.
- b) That the free available chlorine (FAC) residual is measured and recorded every time a water sample is taken for primary parameters (*E. coli* and total coliforms) testing.
- c) The frequency of sampling for Arsenic in the treated water is a minimum of one sample every two months when water is supplied to users;
- d) Prior to supplying water to users of the system after a period of more than 60 days duration during which the system has not been supplying water to users, the owner and operator shall ensure that a water sample is taken and tested for *E. coli* and total coliforms.

**Part IV**  
**Operational Checks**

4.0 The owner(s) and the operator(s) shall ensure that:

- a) The operational checks and maintenance of treatment devices are performed in accordance with written manufacturer's operating manual(s) and instruction(s).
- b) Free available chlorine (FAC) is tested and recorded at a minimum frequency of once every 24 hours. Rotate sampling to ensure that different branches of the distribution system are sampled throughout the operating season.
- c) If test results do not indicate the absence of *E. coli* and total coliforms the owner and/or operator shall immediately fulfill the notification, reporting and corrective action requirements under this Regulation;
- d) If test results indicate Arsenic levels exceed the standard prescribed in the Ontario Drinking Water Quality Standards, the owner and/or operator shall immediately fulfill the notification, reporting and corrective action requirements under this Regulation.

**Part V**  
**Posting of Warning Signage**

Not applicable

**Part VI**  
**Records**

The owner(s) and the operator(s) of a small drinking water system shall ensure that, for every sample required by O. Reg. 319/08, a record is made of the date and time the sample was taken, the location where the sample was taken, the name of the person who took the sample and the result of the drinking water test conducted on the sample.

**Part VII**  
**Operator Knowledge and Training**

The owner(s) and operator(s) shall be familiar with:

- a) The content of the documents provided by the Health Department.
- b) General protection requirements (water source, source water protection issues, potential system failure, impacts of system failure, notification of users).
- c) Proper sampling techniques and lab submission processes.
- d) Ability to operate and understand why and how the treatment equipment works and what to do if treatment fails.
- e) Ability to maintain the operation of the equipment to manufacturer's instructions.
- f) Distributions systems (how to sample, maintenance, and manage what to do if a distribution system breaks).

The operator(s) requires the following training: Operation of Small Drinking Water Systems course. Can be taken online or in class. <https://wcwc.ca/training/courses/>

**Included:**

Copy of

1. Ontario Regulation 319/08



Bucke Park Campground, North Cobalt, Ontario  
SDWS# 86309NEKD

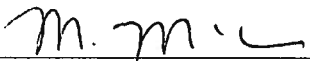
The address of Dr. Corneil is as follows:

Timiskaming Health Unit  
**Attn: Dr. Glen Corneil**  
Acting Medical Officer of Health  
247 Whitewood Ave, Unit 43  
New Liskeard, Ontario P0J 1P0  
Fax # 705-647-5779

**AND TAKE FURTHER NOTICE THAT** this Directive takes effect on the date that it is served on the owner(s) even though a review may be requested.

**FAILURE** to comply with this Directive is an offence under the *Health Protection and Promotion Act* for which an individual may be liable upon conviction to a fine of not more than \$5,000.00 and a municipality or other corporation may be liable upon conviction to a fine of not more than \$25,000.00 for every day or part of each day on which the offence occurs or continues. Where a corporation, other than a board of health or a municipality, is convicted of an offence under this Act, each director of the corporation and each officer, employee or agent of the corporation who was in whole or in part responsible for the conduct of that part of the business of the corporation that gave rise to the offence, is guilty of an offence unless he or she satisfies the court that he or she took all reasonable care to prevent the commission of the offence.

Dated at the Timiskaming Health Unit, this 26<sup>th</sup> day of August 2019.

  
\_\_\_\_\_

Maria McLean, C.P.H.I. (C)  
Public Health Inspector  
Timiskaming Health Unit

Served Upon: Steve Burnett, Owner

Hand delivered by: \_\_\_\_\_

Date/Time: \_\_\_\_\_

-or-

Registered courier: \_\_\_\_\_

Date: \_\_\_\_\_

Received by:  \_\_\_\_\_

Date/Time: Aug 27/19 / 1:12 pm

## SCHEDULE D



### **RULES OF THE BUCKE PARK CAMPGROUND**

The City of Temiskaming Shores hires an Operator to manage the campground. The Operator(s) they are authorized to manage the care and control of the park.

Any camper breaching any of these rules may be evicted from the park with no refund permitted.

#### **1) Period of Occupancy**

No occupancy will be allowed in the park during the period of November 1<sup>st</sup> to April 30<sup>th</sup>. Trailers may be stored on the site if the appropriate winter storage agreement has been signed and fee paid to the City.

#### **2) Trailer and Accessories Area**

The area of each lot covered by a trailer and accessories such as decks, sheds, add-ons can at no time exceed 50% of the trailer lot.

#### **3) Occupancy of Trailer Lots**

Each trailer lot is allowed only one trailer on it at any time.

#### **4) Waste Disposal**

Campers are responsible to dispose of their own garbage in the containers provided in the park. Sewage or grey water must be emptied into the holding tank at the entrance to the park.

#### **5) Pets**

Campers with any pets must not let them run at large or commit any nuisance within the limits of the park. All pets harbored in the park for more than 30 consecutive days must have municipal tags. Campers must clean up after their pets at all times.

#### **6) Campfires**

Campfires are permitted only in contained fire pits and must be extinguished before retiring, in the event of high winds, or upon request of the park operator.

## **SCHEDULE D**

### **7) Firewood**

No scrap wood (i.e. countertops, cupboards, wooden lawn furniture) to be burned. Approval from the Operator is required prior to cutting down trees for any purpose.

### **8) Speed Limits**

The speed limit for all vehicles inside the park is **10 km/h**.

### **9) Parking**

There are to be no vehicles parked on park roadways at any time. Any visitors to the park must park in the designated visitor parking areas. Any boat trailers that will be in the park for a period of more than five (5) Consecutive days must be parked in the trailer parking lot at the North end of the park.

Parking in the vicinity of the launch is permitted however not in a manner that impedes the use of the launch. Notices will be provided to the car owner should this occur.

### **10) Hunting**

Is not permitted in the park or on the Devil's Rock Trail

### **11) Beach**

The Beach is not supervised and children under 12 years of age require adult supervision.

### **12) Improper Conduct**

Seasonal Campers are responsible for the conduct of their guests. Conduct disturbing or objectionable to the Operator and other campers will not be tolerated.

### **13) Communication**

Any issues that arise should be first communicated with the Park Operator or member of the operating committee.

**NOTE:** The Operator will provide a verbal warning to the camper when a rule is not adhered to and log the incident in the log book. Should the camper repeat the action or not adhere to another rule a written warning will be provided. On the third incident, the camper will be asked to leave the park for the remainder of the season.

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2021-009**  
**Being a by-law to confirm certain proceedings of Council of The**  
**Corporation of the City of Temiskaming Shores for its Regular**  
**meeting held on January 19, 2021**

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

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

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

**Whereas** it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws.

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

1. That the actions of the Council at its Regular meeting held on **January 19, 2021**, with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

**Read a first, second and third time and finally passed** this 19<sup>th</sup> day of January, 2021.

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Mayor – Carman Kidd

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Clerk – Logan Belanger