The Corporation of the City of Temiskaming Shores

Regular Meeting of Council

Tuesday, June 7, 2022 – 6:00 p.m.

City Hall – Council Chambers – 325 Farr Drive

Agenda

Land Acknowledgement

1. Call to Order

2. Roll Call

3. Review of Revisions or Deletions to Agenda

4. Approval of Agenda

Draft Resolution
Moved by: Councillor
Seconded by: Councillor

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
Seconded by: Councillor

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

a) Regular Meeting of Council – May 17, 2022.

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) Klaus Walther and Nicole Walther, Ratepayers

Re: Application to Purchase Municipal Land (PLAN M13NB BLK N PT LOTS 11 12 PCLS 1161NND 3353SST), 2022-05-18

Reference: Referred to the Municipal Clerk to process in accordance with Disposition of Land By-law No. 2015-160

b) Kaila Zamojski, Deputy Clerk – Town of Arnprior

Re: Support for Humanitarian Efforts in Ukraine

Reference: Received for information

c) Danielle Manton, City Clerk – City of Cambridge

Re: Free Public Transportation on Election Days, 2022-05-18

Reference: Received for information

d) District of Timiskaming Social Services Administration Board

Re: 2022 Quarterly Report – Quarter 1

Reference: Received for information

e) District of Timiskaming Social Services Administration Board

Re: Paramedic Services Week 2022 Media Release, 2022-05-20

Reference: Received for information

f) Melanie Ducharme, Amanda Mongeon, Paul Cobb, Mary Anne Bardawill, Nadia Pelletier-Lavigne - Residents

Re: Road Safety and Data Sharing, 2022-05-30

Reference: Referred to the Public Works Committee and the Recreation Committee

g) Robert Ritchie, Resident

Re: Open Letter to the Temiskaming Shores Mayor and Council, 2022-06-01

Reference: Received for information

h) Danielle Manton, City Clerk – City of Cambridge

Re: Ontario Must Build it Right the First Time, 2022-06-01

Reference: Received for information

Draft Resolution
Moved by: Councillor
Seconded by: Councillor

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
Seconded by: Councillor

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

a) Minutes of the Committee of Adjustment meeting held on February 23, 2022;

b) Minutes of the District of Timiskaming Social Services Administration Board held on April 27, 2022; and

c) Minutes of the Temiskaming Shores Public Library Board meeting held on April 27, 2022.

12. Committees of Council – Internal Departments

None

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) Municipal Proclamation - June is Recreation and Parks Month

Draft Resolution
Moved by: Councillor
Seconded by: Councillor

Whereas Temiskaming Shores is fortunate to have a variety of recreation and parks systems providing countless recreational opportunities for residents and visitors from around the world; and

Whereas recreation enhances quality of life, balanced living and lifelong learning; helps people live happier and longer; develops skills and positive self image in children and youth; develops creativity; and builds healthy bodies and positive lifestyles; and

Whereas recreational participation builds family unity and social capital; strengthens volunteer and community development; enhances social interaction; creates community pride and vitality; and promotes sensitivity and understanding to cultural diversity; and

Whereas parks, open space and trails provide active and passive outdoor recreation opportunities, help maintain clean air and water; and promotes stewardship of the natural environment; and

Whereas recreation, therapeutic recreation and leisure education are essential to the rehabilitation of individuals who have become ill or disabled, or disadvantaged, or who have demonstrated anti-social behavior; and

Whereas the benefits provided by recreation programs, services and parks, and open space, reduce healthcare and social service costs; serve to boost the economy, economic renewal and sustainability; enhance property values; attract new business; increase tourism; and curb employee absenteeism; and

Whereas all levels of government, the voluntary sector and private enterprise throughout the Province participate in the planning, development and operation of recreation and parks programs, services and facilities.

Now therefore be it resolved that Council for the City of Temiskaming Shores, in recognition of the benefits and values of Recreation and Parks, hereby proclaims the month of June as Recreation and Parks Month.

b) Municipal Proclamation - June is Bike Month

Draft Resolution
Moved by: Councillor
Seconded by: Councillor

Whereas the bicycle is a healthy, convenient, financially, and environmentally sound form of transportation and an excellent tool for recreation and enjoyment of Temiskaming Shores' scenic beauty, local attractions, and friendly neighbourhoods; and

Whereas throughout the month of June, the residents of Temiskaming Shores and its visitors will experience the joys of bicycling through educational programs, Bike to School Day, helmet promotions, charity events, or by simply getting out and going for a ride; and

Whereas Temiskaming Shores' road and trail system attracts cyclists each year, providing economic, health, transportation, tourism, and scenic benefits; and

Whereas creating a bicycle-friendly community has been shown to improve citizen's health, well-being, and quality of life, growing the economy of Temiskaming Shores, attracting tourism dollars, improving traffic safety, supporting student health and learning, and reducing pollution, congestion, and wear and tear on our streets and roads; and

Whereas many of our local groups are also promoting bicycle tourism year round to attract more visitors to enjoy our local restaurants, hotels, retail establishments, locally produced foods and beverages, and cultural and scenic attractions; and

Whereas these groups are also promoting greater public awareness of bicycle operation and safety education in an effort to reduce collisions, injuries, and fatalities and improve health and safety for everyone on the road;

Now therefore be it resolved that Council for the City of Temiskaming Shores, in recognition of the benefits and values of cycling, hereby proclaims the month of June as **Bike Month**.

c) Memo No. 025-2022-CS – Request for Delegation – Civil Marriage Solemnizations

Draft Resolution
Moved by: Councillor
Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 025-2022-CS; and

That Council hereby approves the Clerk's delegation of authority to Kenneth Ashick; Melissa LaPorte; Jennifer Moorlag; and Tara Simmons for the provision of civil marriage solemnization services in the Province of Ontario.

d) Memo No. 026-2022-CS – Deeming By-law for Stevens - 160 Niven Street South

Draft Resolution
Moved by: Councillor
Seconded by: Councillor

Whereas the owners of 160 Niven Street South in Haileybury would like to merge lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order to create one property with one Roll number; and

Whereas the owners have acknowledged that registration of the pending deeming by-law on title will be at their expense.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem PLAN M143NB LOT 244 TO LOT 246 PCL 13023SST and BUCKE CON 3 S PT LOT 11 PCL 12354SST to no longer be Lots on a Plan of Subdivision; and

Further that Council hereby directs staff to prepare the necessary deeming by-law for consideration at the June 7, 2022 Regular Council meeting.

e) Administrative Report No. CS-021-2022 – Encroachment Agreement for 29 Whitewood Avenue

Draft Resolution
Moved by: Councillor
Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-021-2022; and

That Council directs staff to prepare the necessary by-law and encroachment agreement with 29 Whitewood Inc. for the property at 29 Whitewood Avenue to allow the construction of a 1.1 metre wide fixed stairway on the west side of the existing building for consideration at the June 21, 2022 regular Council meeting; and

That Council requires that the Owner shall pay the legal and land titles fees to register the agreement on title.

f) Administrative Report No. CS-022-2022 – Delegation of Authority during "Lame-Duck" Period

Draft Resolution
Moved by: Councillor
Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-022-2022;

That Council directs staff to prepare the necessary by-law delegating the following authority to the City Manager from August 19, 2022 to November 15, 2022, if required:

(a) Financial signing authority for expenditures outside the current budget exceeding $50,000;
(b) Disposition of any real or personal property of the municipality which has a value exceeding $50,000 at the time of disposal;
(c) Authority to hire or remove any officer from/to employment with the City of Temiskaming Shores;
(d) Authority to apply for funding applications that may become available during the "lame duck period" which have not been included in the current budget; and

That Council directs the City Manager to submit an information report to Council if the delegation of authority has been exercised.

g) Administrative Report No. PW-020-2022 – Tender Award – Asphalt Markings & Symbols Services

Draft Resolution
Moved by: Councillor
Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-020-2022; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Miller Maintenance, A Division of Miller Paving, for Asphalt Marking and Symbol Services in the amount of $24,465 plus applicable taxes, for consideration at the June 7, 2022 Regular Council meeting.

h) Administrative Report No. PW-021-2022 – Tender Award – Grant Drive Extension

Draft Resolution
Moved by: Councillor
Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-021-2022; and

That Council directs staff to prepare the necessary By-law to enter into an agreement with Pedersen Construction (2013) Inc. for the construction of the Grant Drive Extension in the amount of $ 781,028.01 plus applicable taxes for consideration at the June 7, 2022 Regular Council Meeting.

i) Administrative Report No. PW-022-2022 – Enterprise Fleet Management Services

Draft Resolution
Moved by: Councillor
Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-022-2022; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Enterprise Fleet Management for light-duty fleet management services, maintenance services, and strategic planning for all of its light-duty vehicles for consideration at the June 21, 2022 Regular Council meeting.

OR

That Council directs staff to prepare the necessary by-law to enter into an agreement with Enterprise Fleet Management for light-duty fleet management services, maintenance services, and strategic planning for all of the existing light-duty fleet (24 vehicles) and agrees that only nine (9) light-duty vehicles will be replaced under the program on a pilot project basis for consideration at the June 21, 2022 Regular Council meeting.

OR

That Council directs staff to continue with the current method of Light Duty Vehicle procurements and maintenance practices

j) Administrative Report No. RS-012-2022 – Whites Drive No Parking

Draft Resolution
Moved by: Councillor
Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-012-2022; and

That Council directs staff to amend by-law 2012-101 being a By-law to regulate traffic and parking of vehicles in the City of Temiskaming Shores to prohibit parking along a 60-meter section of Whites Drive beginning from Melville Street, for consideration at the June 7, 2022, Regular Council meeting.

k) Administrative Report No. RS-013-2022 – Climate Change Committee Terms of Reference

Draft Resolution
Moved by: Councillor
Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-013-2022;

That Council directs staff to prepare the necessary by-law to repeal By-Law No. 2021-111 for the Temiskaming Shores (Ad Hoc) Climate Change Committee; and

That Council directs staff to prepare the necessary by-law to adopt a new Terms of Reference for the Temiskaming Shores Climate Change Committee, establishing it as a standing committee of Council, for consideration at the June 7, 2022 regular Council meeting.

16. By-laws

Draft Resolution
Moved by: Councillor
Seconded by: Councillor

Be it resolved that:

By-law No. 2022-096	Being a by-law to enter into an Encroachment Agreement with 1607456 Ontario Ltd. (40 Wellington Street South)
By-law No. 2022-097	Being a by-law to amend By-law No. 2019-018, as amended, to appoint community representatives to various Committees and Boards for the 2019-2022 Term of Council
By-law No. 2022-098	Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 160 Niven Street South
By-law No. 2022-099	Being a by-law to Delegate Authority to the City Manager for certain Acts during a “Lame Duck” period
By-law No. 2022-100	Being a by-law to enter into an agreement with Miller Maintenance for the provision of Asphalt Marking and Symbol Services
By-law No. 2022-101	Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the construction of the Grant Drive Extension
By-law No. 2022-102	Being a by-law to amend By-law No. 2012-101 as amended, to Regulate Traffic and Parking of Vehicles in the City of Temiskaming Shores – Prohibited Parking for 60 metre section of Whites Drive
By-law No. 2022-103	Being a by-law to adopt Terms of Reference for the Temiskaming Shores Climate Change Committee (Repeals By-law No. 2021-111)

be hereby introduced and given first and second reading.

Draft Resolution
Moved by: Councillor
Seconded by: Councillor

Be it resolved that:

By-law No. 2022-061;
By-law No. 2022-096;
By-law No. 2022-097;
By-law No. 2022-098;
By-law No. 2022-099;
By-law No. 2022-100;
By-law No. 2022-101;
By-law No. 2022-102; and
By-law No. 2022-103;

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

Clerk's Note: By-law No. 2022-061, being a by-law to amend By-law No. 2012-019 to prohibit and regulate certain noises within the City of Temiskaming Shores – Propane Fired Bird Cannons received first and second reading at the April 5, 2022 regular Council meeting. On May 20, 2022, the City received approval (Signed Order dated May 20, 2022) for set fines relating to provisions in this by-law from the Regional Senior Justice Northeast Region.

17. Schedule of Council Meetings

a) Regular Meeting – Tuesday, June 21, 2022 at 6:00 p.m.

b) Regular Meeting – Tuesday, July 12, 2022 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

Draft Resolution
Moved by: Councillor
Seconded by: Councillor

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

a) Adoption of the May 17, 2022 Closed Session Minutes;

b) Under Section 239(2)(f) of the Municipal Act, 2001 – advice subject to solicitor-client privilege – Rotary Splash Pad;

c) Under Section 239(2)(a) of the Municipal Act, 2001 – Security of the Property of the Municipality – City of Temiskaming Shores Vaccination Policy;

d) Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual – Building Matters;

e) Under Section 239(2)(c) of the Municipal Act, 2001 – Land acquisition / disposition and under Section 239(2)(f) of the *Municipal Act, 2001* – advice subject to solicitor-client privilege - 545 Lakeshore Road (Former Haileybury Library); and

f) Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual – City Manager Position.

Draft Resolution
Moved by: Councillor
Seconded by: Councillor

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
Seconded by: Councillor

Be it resolved that By-law No. 2022-104 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 **June 7, 2022** be hereby introduced and given first and second reading.

Draft Resolution
Moved by: Councillor
Seconded by: Councillor

Be it resolved that By-law No. 2022-104 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
Seconded by: Councillor

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

The Corporation of the City of Temiskaming Shores

Regular Meeting of Council

Tuesday, May 17, 2022 – 6:00 p.m.

City Hall – Council Chambers – 325 Farr Drive

Minutes

Land Acknowledgement

Mayor Kidd began the meeting by observing the following Land Acknowledgement:

We acknowledge that we live, work and gather on the traditional and unceded Territory of the Algonquin People, specifically the Timiskaming First Nation.

We recognize the presence of the Timiskaming First Nation in our community since time immemorial, and honour their long history of welcoming many Nations to this beautiful territory and uphold and uplift their voice and values.

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 (electronic), Doug Jelly, Jeff Laferriere (electronic), Mike McArthur (electronic), and Danny Whalen (electronic)

Present: Logan Belanger, Clerk
Christopher Oslund, City Manager
Kelly Conlin, Deputy Clerk
Shelly Zubyck, Director of Corporate Services
Mathew Bahm, Director of Recreation
Brad Hearn, IT Administrator
Steve Burnett, Manager of Environmental Services
Mitchell McCrank, Manager of Transportation Services

Stephanie Leveille, Treasurer

Regrets: N/A

Media: N/A

Members of the Public: 1

3. Review of Revisions or Deletions to Agenda

None

4. Approval of Agenda

Resolution No. 2022-191
Moved by: Councillor Laferriere
Seconded by: Councillor Whalen

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

Mayor Kidd declared a Conflict of Pecuniary Interest related to **Section 15 – New Business, Item d) Memo No. 023-2022-CS – Integrity Commissioner Summary Re: Municipal Conflict of Interest Complaint Re: Mayor Kidd**, as he was the subject of a Conflict-of-Interest Complaint and Integrity Commissioner Report.

6. Review and adoption of Council Minutes

Resolution No. 2022-192
Moved by: Councillor Foley
Seconded by: Councillor Jelly

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

a) Regular Meeting of Council – May 3, 2022.

Carried

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

None

8. Question and Answer Period

Steve Langford, Fire Chief updated that the Temiskaming Shores Fire Department received the new Heavy Rescue Vehicle, located at Station 2 in New Liskeard.

9. Presentations / Delegations

None

10. Communications

a) Jennifer Keyes, Director of Resources Planning and Development Policy Branch – Ministry of Northern Development, Mines, Natural Resources and Forestry

Re: Decision Notice - Proposed Regulation Changes under the Aggregate Resources Act, 2022-04-29

Reference: Received for Information

b) Sharren Reil, BIA Coordinator – New Liskeard Business Improvement Area Board of Management

Re: Endorsement for a road closure on Sharp Street from Armstrong Street to Riverside Place for Car Show on June 11, 2022, 2022-05-09

Reference: Referred to the Manager of Transportation Services

c) Sharren Reil, BIA Coordinator – New Liskeard Business Improvement Area Board of Management

Re: Request for the installation of a Pride Crosswalk located downtown New Liskeard, 2022-05-09

Reference: Referred to the Public Works Committee

d) Mark Wilson, Member of the Timiskaming District Road Safety Coalition

Re: Proclamation Request to recognize Road Safey Week in the City of Temiskaming Shores from May 16-22, 2022, 2022-05-09

Reference: Motion Presented in Section 15 - New Business

e) Roxanne St. Germain, Animal Control Officer – Animals First – Temiskaming Shores & Area Animal Services

Re Endorsement for a road closure on Sharp Street from Armstrong Street to Riverside Place for Car Show on June 11, 2022, 2022-05-11

Reference: Referred to the Manager of Transportation Services

Resolution No. 2022-193
Moved by: Councillor McArthur
Seconded by: Councillor Jelly

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2022-194
Moved by: Councillor Foley
Seconded by: Councillor Laferriere

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

a) Minutes of the Age Friendly Community Committee meeting held on February 1, 2022.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2022-195
Moved by: Councillor Whalen
Seconded by: Councillor Foley

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

a) Minutes of the Building Maintenance Committee meeting held on April 20, 2022;

b) Minutes of the Corporate Services Committee meetings held on April 14, 2022 and on April 20, 2022;

c) Minutes of the Public Works Committee meetings held on April 6, 2022 and on April 20, 2022; and

d) Minutes of the Recreation Committee meetings held on March 14, 2022 and on April 11, 2022.

Carried

13. Reports by Members of Council

Mayor Kidd, and Councillors Whalen, Laferriere, and McArthur provided an update regarding their attendance at the FONOM conference in North Bay, and congratulated the FONOM team for coordinating a successful event.

14. Notice of Motions

None

15. New Business

a) Proclamation Request – Road Safety Week in the City of Temiskaming Shores

Resolution No. 2022-196
Moved by: Councillor Laferriere
Seconded by: Councillor Jelly

Whereas Canada Road Safety Week is an enforcement-driven initiative led by the Canadian Association of Chiefs of Police (CACP), and more specifically by the CACP's Traffic Safety Committee; and

Whereas the annual awareness campaign is designed to increase public compliance with safe driving measures in order to save lives and reduce injuries on Canada's roads, with a focus of the elimination of impaired driving, distracted driving, aggressive driving, and driving without a seatbelt; and

Whereas this year's campaign "Safer You. Safer Me." offers as a strong reminder that the decisions drivers make not only affect them, but also their passengers, other drivers, cyclists, and pedestrians with whom they share the road; and

Whereas too many drivers make their choices based on the level of risk they are personally willing to accept, with a disregard for the risk they pose to others; and

Whereas during Canada Road Safety Week 2022, drivers are reminded to keep their eyes on the road, keep their hands on the wheel, keep their head focused on driving, and keep the safety of themselves and others in mind when they make decisions at the wheel.

Therefore be it resolved that the Council for the City of Temiskaming Shores hereby proclaims May 17-23, 2022 to be Road Safety Week in the City of Temiskaming Shores.

Carried

b) January to April 2022 Year-to-Date Capital Financial Report

Resolution No. 2022-197
Moved by: Councillor Whalen
Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the January to April 2022 Year-to-Date Capital Financial Report for information purposes.

Carried

c) Memo No. 022-2022-CS – Amendment to Procedural By-law No. 2008-160, as amended – Inaugural Meeting

Resolution No. 2022-198
Moved by: Councillor Laferriere
Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 022-2022-CS; and

That Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to amend the City's Procedural By-law No. 2008-160 as amended, to change the Inaugural Meeting from the first Monday of December in an election year at 6:00 p.m., to the first Monday following the beginning of the term of office, in the year of a regular election, at 6:00 p.m., for consideration at the May 17, 2022 Regular Council meeting.

Carried

d) Memo No. 023-2022-CS – Integrity Commissioner Summary Re: Municipal Conflict of Interest Complaint Re: Mayor Kidd

Mayor Kidd disclosed a pecuniary interest with Memo No. 023-022-CS therefore, did not participate in the discussion of the subject matter nor did he vote on Resolution No. 2022-199.

In accordance with By-law No. 2019-001, Mayor Kidd called upon Deputy Mayor Jesse Foley to chair the meeting.

Resolution No. 2022-199
Moved by: Councillor Laferriere
Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 023-2022-CS for information purposes.

Carried

Mayor Kidd resumed Chair of the Meeting.

e) Memo No. 024-2022-CS – Deeming By-law for Connelly and Krech – 58 Lakeshore Road North

Resolution No. 2022-200
Moved by: Councillor Jelly
Seconded by: Councillor Foley

Whereas the owners of 58 Lakeshore Road in New Liskeard would like to merge lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order to create one property with one Roll number; and

Whereas the owners have acknowledged that registration of the pending deeming by-law on title will be at their expense.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem PLAN M29NB PT LOT 171 PCL 3044SST PLAN M29NB LOT 172 LOT 173 PCL 6533NND 3328T to no longer be Lots on a Plan of Subdivision; and

Further that Council hereby directs staff to prepare the necessary deeming by-law for consideration at the May 17, 2022 Regular Council meeting.

Carried

f) Administrative Report No. CS-020-2022 – Encroachment Agreement for 40 Wellington Street South

Resolution No. 2022-201
Moved by: Councillor Laferriere
Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-020-2022; and

That Council directs staff to prepare the necessary by-law and Encroachment Agreement with 1607456 Ontario Ltd for the property at 40 Wellington Street South to allow the construction of a 1.63 metre wide ramp at the front entrance to the existing establishment for consideration at the June 7, 2022 Regular Council meeting; and

That Council requires that the Owner shall pay the legal and land titles fees to register the agreement on title.

Carried

g) Administrative Report No. PPP-002-2022 – Appointment of Volunteer Firefighters

Resolution No. 2022-202
Moved by: Councillor Jelly
Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-002-2022; and

That Council hereby appoints Andrew Lariviere and Jordan Jackson as Volunteer Firefighters to the Temiskaming Shores Fire Department in accordance with the Recruitment and Retention Program.

Carried

h) Memo No. 007-2022-PW – Supply of Granular 'M' – One (1) year Extension

Resolution No. 2022-203
Moved by: Councillor Laferriere
Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 007-2022-PW; and

That Council directs Staff to prepare the necessary by-law to amend By-law No. 2021-070 to enter into an agreement with Miller Paving Limited for the Supply and Stockpile of Granular "M", to extend the contract term to December 31, 2022, in accordance with the Extension of Contract or Purchase Order provision of said By-law, at the same rate of $7.35 per metric ton (10,500 t) plus applicable taxes, for consideration at the May 17, 2022 regular Council Meeting.

Carried

i) Administrative Report No. PW-018-2022 – Tender Award – Biennial Bridge, Culvert & Roof Inspections

Resolution No. 2022-204
Moved by: Councillor McArthur
Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-018-2022; and

That Council directs Staff to prepare the necessary by-law to enter into an agreement with D. M. Wills Associates Limited for the biennial bridge, culvert and roof inspections at a total upset limit of $11,810.00 plus applicable taxes, for consideration at the May 17, 2022 regular Council Meeting.

Carried

j) Administrative Report No. PW-019-2022 – Haileybury Wastewater Treatment Plant Rehabilitation

Resolution No. 2022-205
Moved by: Councillor Foley
Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-019-2022; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with the Ontario Clean Water Agency (OCWA) for the Haileybury Wastewater Treatment Plant Rehabilitation Capital Project in the amount of $174,696.52 (applicable taxes included), for consideration at the May 17, 2022 Regular Council Meeting.

Carried

k) Administrative Report No. RS-011-2022 – Tender Award Don Shepherdson Memorial Arena Accessibility Upgrades

Resolution No. 2022-206
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-011-2022;

That Council approve the reallocation of funds in the 2022 Capital Budget from the Haileybury Chiller Replacement, Olympia Replacement, Spurline Accessibility Project, PFC Water Softener and the UTV Purchase in the amount of $96,986 to the Don Shepherdson Memorial Arena Accessibility Upgrades; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with G & S Enterprises Ltd. for the Don Shepherdson Memorial Arena Accessibility Upgrades in the amount of $979,000.00 plus applicable taxes, for consideration at the May 17, 2022, Regular Council meeting.

Carried

16. By-laws

Resolution No. 2022-207
Moved by: Councillor McArthur
Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2022-088 Being a by-law to adopt the 2022 Municipal Budget for the City of Temiskaming Shores

By-law No. 2022-089	Being a by-law to amend the City of Temiskaming Shores Procedural By-law No. 2008-160, as amended - Inaugural Meeting
By-law No. 2022-090	Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision (58 Lakeshore Road North - Roll No. 54-18-010-006-046.00)
By-law No. 2022-091	Being a by-law to amend By-law No. 2021-070 to enter into an agreement with Miller Paving Limited for the Supply and Stockpile of Granular "M" – One Year Extension
By-law No. 2022-092	Being a by-law to authorize an Agreement with D.M. Wills Associates Limited for the performance of biennial bridge, culvert and roof inspections
By-law No. 2022-093	Being a by-law to enter into an agreement with the Ontario Clean Water Agency (OCWA) for the Haileybury Wastewater Treatment Plant Rehabilitation Capital Project
By-law No. 2022-094	Being a by-law to enter into an agreement with G & S Enterprises Ltd. for the Don Shepherdson Memorial Arena Accessibility Upgrades

be hereby introduced and given first and second reading.

Carried

Resolution No. 2022-208
Moved by: Councillor Laferriere
Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2022-088;
By-law No. 2022-089;
By-law No. 2022-090;
By-law No. 2022-091;
By-law No. 2022-092;
By-law No. 2022-093; and
By-law No. 2022-094.

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 Meeting – Tuesday, June 7, 2022 at 6:00 p.m.

b) Regular Meeting – Tuesday, June 21, 2022 at 6:00 p.m.

18. Question and Answer Period

None

19. Closed Session

Resolution No. 2022-209
Moved by: Councillor Foley
Seconded by: Councillor Laferriere

Be it resolved that Council agrees to convene in Closed Session at 6:30 p.m. to discuss the following matters:

a) Adoption of the April 5, 2022 Closed Session Minutes;

b) Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual – New Liskeard Business Improvement Area Board of Management Member Recruitment;

c) Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual – HR Update; and

d) Under Section 239 (2) (e) of the Municipal Act, 2001 – Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.

Carried

Resolution No. 2022-210
Moved by: Councillor Laferriere
Seconded by: Councillor Foley

Be it resolved that Council agrees to rise with report from Closed Session at 6:50 p.m.

Carried

Matters from Closed Session

Adoption of the April 5, 2022 – Closed Session Minutes

Resolution No. 2022-211
Moved by: Councillor Laferriere
Seconded by: Councillor Whalen

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

a) Closed Session Minutes from the Regular meeting of Council on April 5, 2022.

Carried

Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual – New Liskeard Business Improvement Area Board of Management Member Recruitment

Resolution No. 2022-212
Moved by: Councillor Laferriere
Seconded by: Councillor Foley

Be it resolved that Council directs staff to prepare the necessary by-law to appoint Kevin Leveille to the New Liskeard Business Improvement Area Board of Management, for consideration at the June 7, 2022 Regular Council Meeting.

Carried

Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual – HR Update

Staff provided Council with an update.

Under Section 239 (2) (e) of the Municipal Act, 2001 – Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board

Staff provided Council with an update.

20. Confirming By-law

Resolution No. 2022-213
Moved by: Councillor Whalen
Seconded by: Councillor Foley

Be it resolved that By-law No. 2022-095 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 **May 17, 2022** be hereby introduced and given first and second reading.

Carried

Resolution No. 2022-214
Moved by: Councillor McArthur
Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2022-095 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2022-215
Moved by: Councillor Jelly
Seconded by: Councillor Foley

Be it resolved that Council hereby adjourns its meeting at 6:52 p.m.

Carried

Mayor

Clerk

Application to Purchase Municipal Land

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

Office Use Only

Application No.: _____ Date: _____
Roll No.: 54-18-_____-_____-_____-_____
OP Designation: _____
Zoning: _____

1. Applicant Information

Name of Applicant: Klaus Walther and Nicole Walther

Mailing Address: [redacted]

Email Address: [redacted] Phone: [redacted]

2. Land Information

☐ New Liskeard ☒ Haileybury ☐ Dymond

Municipal Address
Legal Description (concession and lot numbers, reference plan and lot/part numbers)
Plan M13NB BLK N PT LOTS 11 12 PCLS 1161 NND 3353SST Ferguson Ave. Amwell ST FR25

3. Proposed use of land:

Parking, we have the 6 unit appartment building 450 Ferguson Ave. currently there is not enough room to park if everyone in the building had a vehicle.

Notes:

- Applications will be circulated to internal departments for comment followed by a memo/report to council to determine if Council would like to proceed with a potential land sale;
- If approval is received to proceed a **Non-Refundable Deposit** of $250 is required;
- Depending on the circumstances of the land sale additional deposits may be required throughout the process to cover other costs such (i.e. reference plans, advertising fees, appraisal, legal fees etc.);

Signature of Applicant

18/05/2022
Date (dd/mm/yy)

ARNPRIOR

Town of Arnprior Support for Humanitarian Efforts in Ukraine

To Whom it may concern,

Council of the Corporation of the Town of Arnprior passed the following resolution regarding supporting Ukraine in these difficult times. Council at their meeting, requested staff provide this resolution to all municipalities in the province of Ontario for their information.

> **Whereas** the Council of the Corporation of the Town of Arnprior supports our Federal, Provincial and local municipalities in condemning the aggression and violent acts that Russia is taking upon Ukraine; and
>
> **Whereas** on March 2, 2022 Mayor Stack issued a press release voicing the Town's support of "the Ukrainian people, who are fighting bravely against the invading Russian forces" and asked that everyone in Arnprior keep "these brave souls in our hearts and minds, and hope for a swift end to this conflict," and
>
> **Whereas** the clock at the D.A. Gillies (Museum) will stay lit in blue and yellow until the attacks cease.
>
> **Therefore Be It Resolved That:**
>
> 1. That Council support the humanitarian efforts in Ukraine with a $1000.00 donation to the Canadian Red Cross Ukraine Humanitarian Crisis Appeal.
>
> 2. That the Mayor send a letter to the Ukrainian Embassy in Ottawa in support and solidarity of those in Ukraine, their friends and families across the globe and those of Ukrainian heritage within our community.

The Town of Arnprior has sent a donation to the Canadian Red Cross Ukraine Humanitarian Crisis Appeal, and the Mayor has issued a letter to the Ukrainian Embassy in Ottawa, as noted.

Sincerely,

Kaila Zamojski
Deputy Clerk
Town of Arnprior
613-623-4231 Ext. 1818

The Corporation of the City of Cambridge
Corporate Services Department
Clerk's Division
The City of Cambridge
50 Dickson Street, P.O. Box 669
Cambridge ON N1R 5W8
Tel: (519) 740-4680 ext. 4585
mantond@cambridge.ca

May 18, 2022

Re: Motion: Councillor Hamilton re: Request to the Region of Waterloo to Consider Free Public Transportation on Election Days

At the Special Council Meeting of May 18, 2022, the Council of the Corporation of the City of Cambridge passed the following Motion:

WHEREAS there has been an overall and consistent decline in voter turnout for municipal, provincial, and federal elections in Canada and in Waterloo Region, despite the act of voting being essential to the proper functioning of the democratic process;

WHEREAS many residents struggle to access transportation to polling stations on election days, due to a lack of transportation available, physical mobility or accessibility issues, and/or socioeconomic status;

WHEREAS any initiative to boost attention and incentives to vote on election days warrants attention and exploration in order to assist the democratic process and increase voter turnout;

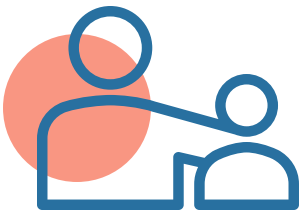
THEREFORE, BE IT RESOLVED THAT correspondence be sent to the Region of Waterloo on behalf of Cambridge Council to request free public transportation on election day for the Municipal and School Board Election, as well as for the Provincial, and Federal Election days, so as to generate more attention about elections and polling station locations, and to encourage and make it possible for more residents to vote, that would otherwise be unable to access their polling stations.

Should you have any questions related to the approved resolution, please contact me.

Yours Truly,

Danielle Manton
City Clerk

Cc: (via email)
Hon. Premier Ford
Association of Municipalities of Ontario
City of Cambridge Council



2022

Quarterly Report

Q1

Mark Stewart
Chief Administrative Officer

Lyne Labelle
Housing Services Manager

Louanna Lapointe
Ontario Works Manager

Rachel Levis
Director of Human Resources

Steven Beaton
Acting Chief of EMS

Beth Nowak and Lyne Labelle
Children's Services

Prepared By:
Michelle Caron
Communications and Executive Coordinator

CONTENTS

01 EMERGENCY MEDICAL SERVICES
Steven Beaton, Acting Chief of EMS

03 ONTARIO WORKS
Mark Stewart, Director of Client Services

07 HOUSING SERVICES
Lyne Labelle, Housing Services Manager

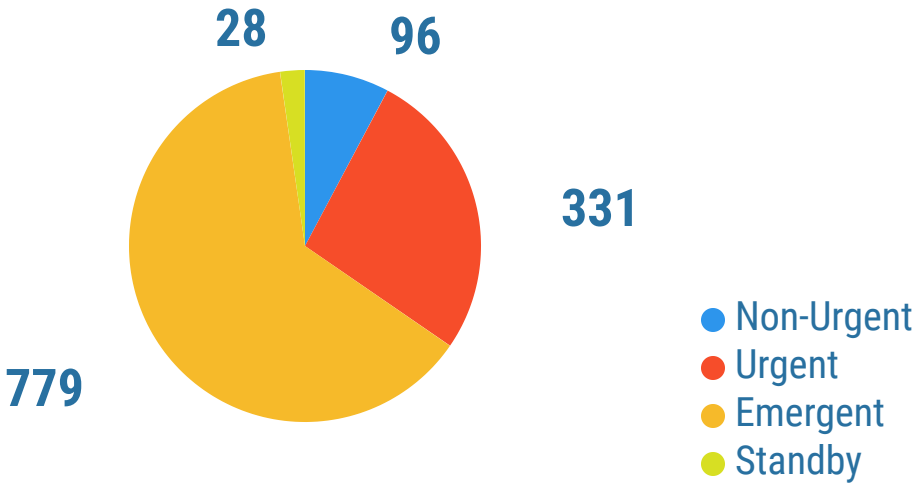
10 CHILDREN'S SERVICES

12 HUMAN RESOURCES
Rachel Levis, Director of Human Resources

EMS

Q1 has been a busy period for EMS with several internal staffing and resource changes.

2022 Q1 Total Volume of Calls: 1,234



Community Paramedicine Long-Term Care

13 Medics

Recruitment and onboarding of 5 full-time staff and 8 alternates.

Executive Assistant

Hiring of EA to help address administrative tasks and ensure efficiency of program

4 vehicles

Purchasing of 4 new Community Paramedicine vehicles

Recruitment

Hire paramedic staff to replace those who transferred to CP

The announcement of 2.5 million dollars over a 2.5 year span for the launch of the Community Paramedicine Long-Term care was welcomed by DTSSAB EMS. Roll out of the program is anticipated by the end of April.

EMS Superintendents

With the full compliment of Superintendents in place, specific portfolios have been assigned to each for the sake of efficiency and thoroughness of operations maintenance. While all Superintendents will be able to assist the paramedics with any of the issues brought to them, one will oversee the portfolio to ensure it is being effectively and properly administered.

For example, one oversees the vehicle maintenance, one the stock and inventory for the service, one oversees all aspects of training and skills maintenance, and one would oversee uniforms and assist with labour/management issues. Each Superintendent has more than one portfolio.

The full complement of Superintendents includes:

- Trevor Neddo
- Shane Taylor
- Robert Rosewell
- Pierre Poulin

ONTARIO WORKS

The information below will provide a summary of Ontario Works program's first quarter (January, February and March 2022) performance, operation and delivery standards as well an update on activities.

Applications for Assistance and Approvals

Q1 had a surge of new applications across the province. This surge was a result of Federal relief benefits such as Canada Emergency Relief Benefits (CERB) ending in December 2021. Applications include those completed by the province's centralized intake program and the DTSSAB's local offices.

180
New Applications

131
New Cases in Q1

11
Cases received emergency assistance

630
Q1 average caseload

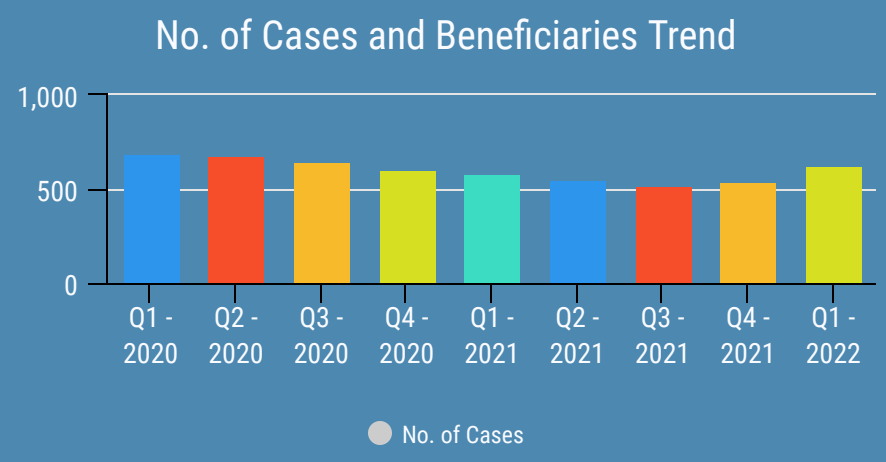
40
Number of cases with employment earnings

26
Cases exited to employment

85
Cases exited total

Program Staffing

At the end of the first quarter, the DTSSAB'S Ontario Works staffing requirements remain the same: 8 Caseworkers, 2 Case Aides, 1 Eligibility Review and Case Presenting Officer, OW Supervisor, Manager, and Director of Client Services (DCS). Three caseworker positions remain vacant as well as the position of DCS, due to internal promotion. Interviews for caseworkers were completed for 2 previous vacancies at the South office as well as a recent vacancy in the North office. We believe all 3 vacancies will be filled by the middle of the second quarter.



Far North East Training Board (FNETB)

The Ontario Works Leadership team virtually attended the Far North East Training Board (FNETB) annual Working Together conference held on February 16-17, 2022. Participating stakeholders represented 49 different organizations of communities across the region. The conference primarily focused on Employment Service Transformation (EST). The goal of the conference was to collect input from 102 stakeholders on what the proposed transformation could mean for the communities within our area. Mark Stewart, Director of Client Services, together with Cochrane District Social Services Administration Board and Manitoulin-Sudbury District Social Services Board, presented Ontario's new vision for social assistance. What is life stabilization? Caseworkers will help clients access stable housing, affordable childcare, skills training, literacy, healthcare, mental health and addiction services and will be working with local partners. We will have an updated program and policy to reflect life stabilization and be able to better track and support planning and accountability.

Issues that were identified: The main concern expressed was our unique needs which consists almost entirely of small rural and remote communities. Examples:

- small rural and remote communities spread out in a broad geography with limited or no access to technology and as a result many clients without the digital skills and the capacity to receive online services.
- lack of public transportation to get to and from services and employment.
- a strong Indigenous and Francophone population with specific cultural needs.
- a population with lower educational attainment levels than the rest of the province.
- an increase in the number of clients with multiple barriers to employment (mental health, addictions, housing, food security, etc.).

The FNETB provides the ability for us to advocate for concerns specific to the region.

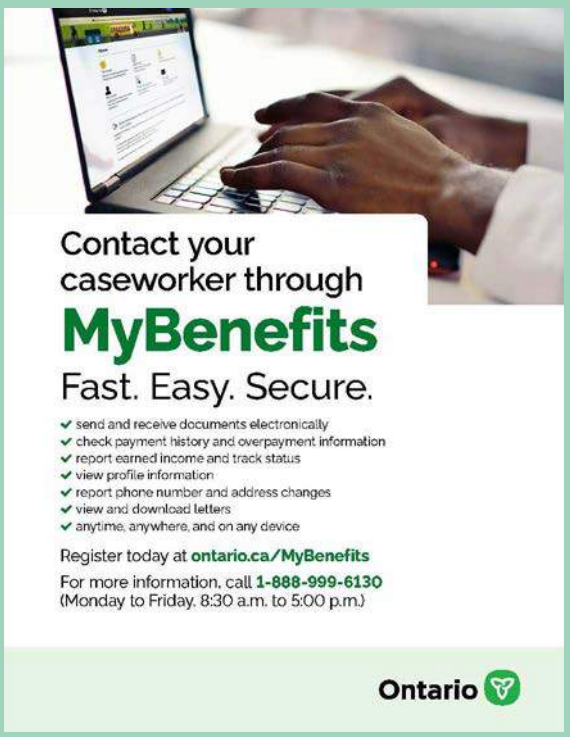
Employment Assistance to Ontario Disability Support Program (ODSP) Recipients

We recently had an influx of ODSP referrals for non-disabled spouses and dependent adults to participate in employment activities. This has resulted in an increase of our caseworker's workload. ODSP has also been participating in SAIL (Supportive Approaches Through Innovating Learning) which is part of the Provincial strategy moving towards life stabilization. Both ODSP and OW leaders felt it necessary to review our Joint Implementation Plan to determine the process was effective and in line with our strategy. We are committed to removing barriers and increasing opportunities and the goal is to provide supports that will help people participate more fully in society and the economy.

Reloadable Payment Card

As part of the strategy to modernization and improve client experience, our office has implemented the Reloadable Payment Card (RPC) among social assistance receipts who are unable to use direct bank deposit. This is an alternate electronic method of payment to eliminate the issuance of cheques. This initiative will reduce the costs of issuing cheques, reduce replacement for lost/stolen/damaged cheques and reduce staff workload.

Social Assistance Service Delivery Branch and Social Assistance Program Policy Branch enhanced medical transportation benefits by temporarily waiving the $15.00 monthly minimum to support Ontario Works clients. Ontario Works staff have been issuing medical travel benefits to support clients travelling to get their COVID vaccine/booster.



Social Services and Modernization and Renewal Plan Update

The Ministry continues to make progress on Social Assistance Renewal and has changed the term "Life Stabilization" to "Stability Support". The intent remains the same, to shift from "employment assistance" to "employment and life stabilization assistance". The Ministry continues to engage with clients focusing on groups living with disabilities and social assistance clients in the North Region.

MyBenefits Messaging Service has made progress with clients and caseworkers by providing more choice and flexibility in how clients receive, manage and report information, including the ability to upload documents.

There is currently a pilot project in place to distribute Disability Determination Packages to applicants digitally. The Ministry of Children, Community and Social Services is working with the Ministry of Health in the creation of a new electronic package. The benefits will include enabling health care professionals to electronically complete the application and submit pertinent medical information. This will maximize accuracy, saves money and time, reduce delays, minimize lost applications, as well as protect health and safety by reducing the need for in-person medical appointments to complete the application.

As of January 2022, 71% of Ontario Works municipalities have gone live with full Electronic Document Management (EDM). This will enable the centralized processing of benefits completed by the Ministry's Intake and Benefit Administration Unit (IBAU), allow digital file transfers, instant access to historical files in SAMS, and secure transfer of documents with SAMS between programs.

Esignature is rolling out to Ontario Works offices between February and June 2022. Social Assistance clients will have the ability to sign, authorize and verify documents in a fast, secure, compliant and accessible format. This will expedite service delivery times, provide greater access to services as well as reduce need for in person visits. DTSSAB is scheduled for June 2022.

Personal Development

Training of staff to support Employment Service Transformation (EST)

In response to the COVID-19 pandemic, the Social Assistance Service Delivery Branch's Learning and Development Team formally launched the virtual delivery of Supportive Approaches through Innovative Learning (SAIL). The Ontario Works Manager is currently participating in SAIL (Supportive Approaches Through Innovating Learning), train the trainer sessions which will be launched locally in the fall of 2022. We currently have 2 caseworkers, 1 from each office, participating in the Common Assessment Tool and Action Plan as well as Mental Health First Aid training to prepare for EST. They will be team leaders to roll out and train other caseworkers at a later date. Specialized training will help staff have a better understanding of the barriers their clients face and therefore be able to provide more effective support.

Client Outcomes for Q1 2022

40

Cases with earnings

$845

Average monthly earnings per case

Working with Community Partners

The Ontario Works Manager and Ontario Work Supervisor recently met with Employment Options Service Coordinators at the Kirkland Lake and New Liskeard offices. We felt it was necessary to review our procedures for referrals and ongoing communication between Ontario Works caseworkers and Employment Consultants. Structure was needed for both programs to be successful. A joint effort was made by all to assist individuals seeking help. We have common ground in helping individuals that are faced with barriers and we have committed to working together to achieve employment / educational goals. As we progress towards stability support, we will be working closely with Employment Options, therefore building that relationship now is important to prepare for the future of both programs.

The Ontario Works team met virtually with the Ontario Disability Support Program (ODSP) staff in Kirkland Lake in January 2022, for training and to review issues with the reloadable payment card. The ODSP staff have been issuing the reloadable payment cards for 3+ years and have worked out all of the kinks. The Ontario Works program needed to get up and running at our end, onboarding from the best team was necessary and proved to be beneficial.

Direct bank deposit is an easy way to receive Ontario Works or ODSP payments. Instead of receiving a cheque, the money you are eligible to receive can be deposited directly into the client's bank account each month.

HOUSING SERVICES

Centralized Wait List

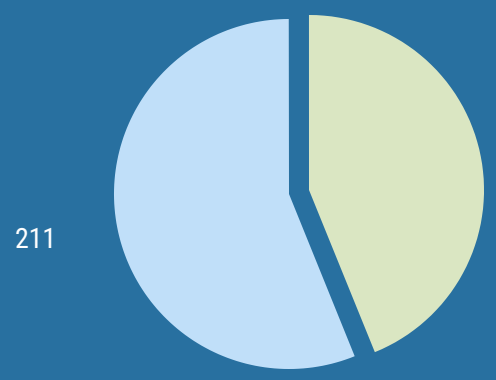
In the first quarter of 2022, the Housing Services Program continued to see a consistent number of applications for affordable units in our district. During the first quarter of 2022, 120 new applications were processed. Of those, sixty-five (65) applicants are without dependents, nine (9) are Seniors, and fourty-one (41) have dependents and are seeking family housing. The waitlist currently holds 296 households.

The chart below demonstrates a comparison with the previous year of eligible applicants on the centralized waitlist.

Applicant Type	SPP	RGI	High Need	Market
With Dependents	8	0	69	0
No Dependents	0	16	148	1
Seniors	0	33	29	2
Totals	8	48	245	3

Online Application Update

Since implementing Online Application services in August 2021, the Housing Services Program has seen a significant number of applications received through the online portal. The most compelling benefit of going paperless in the Housing Services Program is that electronic documents are instantly available to everyone who needs them. In addition, it means fewer handoffs, less time lost in transit, reduced waiting times and less risk of loss. Going electronic also offers the potential of more efficient workflows to save even more time. While paper applications are still available, we encourage everyone to use the new streamlined online service.

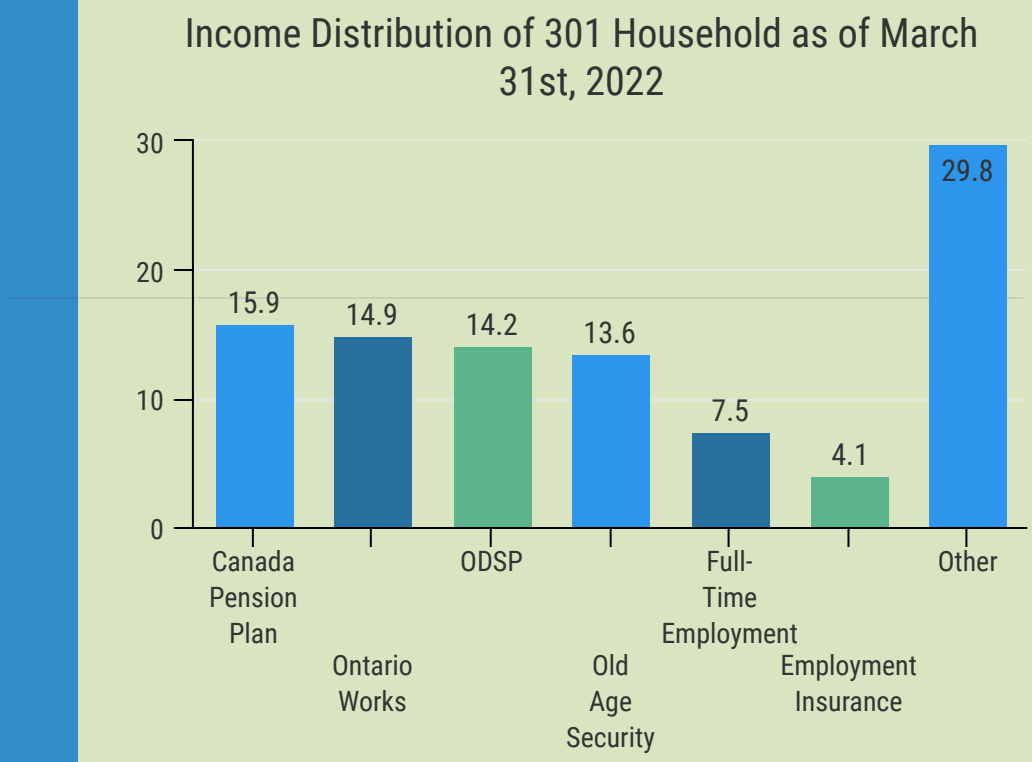


Unit Turnover

Unit turnover is always unpredictable. Q1 is consistent with historical unit turnover. During this quarter the Housing Services Program processed 20 move-ins and 23 move-outs. Tenants move out for various reasons. The table below indicates reasons given by tenants who have vacated in this quarter.

Reason for Vacating	Q1	Reason for Vacating
Deceased	6 or 26%	Deceased
Evicted	3 or 14%	Evicted
Health	6 or 26%	Health
Left District	1 or 4%	Left District
Moved to other Subsidized Housing	1 or 4%	Moved to other Subsidized Housing
None Given	6 or 26%	None Given

Income Distribution



2022 Household Income Limits (HILS)

2022 RGI HILS

Bachelor	$25,500
1 Bedroom	$31,500
2 Bedroom	$38,500
3 Bedroom	$42,000
4+ Bedroom	$50,000

2022 HIGH NEED HILS

Bachelor	$25,500
1 Bedroom	$31,500
2 Bedroom	$38,500
3 Bedroom	$42,000
4+ Bedroom	$50,000

On an annual basis we receive a notification that provides an update on approved amendments to Ontario Regulation 370/11 under the Housing Services Act, 2011, regarding the household income limits for the current year. The HILS are used to determine initial and ongoing eligibility for rent-geared-to-income assistance.

DTSSAB Partnering with Community Housing Initiatives

Hope Haven

Hope Haven "A Way Forward" will provide safe, accessible, and short-term housing for individuals in our communities. Transition housing services include shelter that is not a destination, but a step towards sustainable rehousing. Hope Haven can accommodate up to has six eligible individuals.

Zack's Crib

Phase I, of Zack's Crib, a Safe Bed Facility is in a central location which will assist in meeting the needs of individuals' experiencing homelessness in our communities. The facility will accommodate up to 10 non-gender specific individuals and provide shelter between the hours of 8:00 PM and 8:00 AM.

Provincially/Federally Funded Programs

Home for Good (HFG)

Canadian Mental Health Association
Mental health for all

HFG is a "homelessness-focused" program that supports innovative local solutions for people experiencing homelessness. The goal of this program is to provide a safe space where programming and supports can be provided that will assist in the transition to stable independent living.
The Ministry of Municipal Affairs and Housing has confirmed an allocation of $111,920 for the 2022/23 fiscal year. **The DTSSAB and CMHA continue assisting clients in need. $24,380 has supported individuals experiencing homelessness in our communities during Q1.**

Social Infrastructure Fund (SIF)

In 2016 the Federal Government announced (2016-SIF). The Provincial Government cost-matched the increase to the Investment in Affordable Housing (IAH) Program over a three-year period, resulting in over $640 million in new housing funding through the 2016-SIF for Ontario. **In SIF Year 6 we continue to deliver assistance to 15 households through the Housing Allowance Direct Delivery stream.**

Canada-Ontario Community Housing Initiative (COCHI) and Ontario Priorities Housing Initiative (OPHI)

With the end of Q1 the Housing Services Program also saw the end of COCHI-OPHI Phase I. A total of $965,305 was allocated under various components of this Program since 2019.

CHILDREN'S SERVICES

During the first quarter of 2022, Children's Services saw child care centers preparing for re-opening as per Provincial guidelines. Effective March 21, 2022, child care programs saw the following changes:

Masks no longer required
Eye protection no longer required for staff
PPE continues to be made available by Provincial government should staff elect to continue to wear them
Eye protection no longer required for staff
Grouping will no longer be required between children, both indoors and outdoors. Shared spaces can be fully utilized.

We continue to provide support to child care centres by distributing rapid antigen tests to the programs as they need them. Stock is maintained in case of outbreak. The Ministry of Education will continue to supply as needed.

EarlyON Child and Family Centre
ON y va Centre pour l'enfant et la famille

Caregivers will no longer need to pre-register in advance of participating in activities

All individuals entering the premises will be required to self-screen using the Provincial screening tool

Physical distancing will no longer be required at EarlyON centres

CAPITAL PROJECTS

Garderie Francofleur et Miel (GFM) is anticipating the start of a renovation project in June 2022. In Q1, GFM procured funding and awarded the renovation project to G&S Enterprises Ltd. Service Master. The renovations are necessary to improve, upgrade and enhance the learning space of the facility.

EARLY LEARNING SCHOOL READINESS PROGRAM (ELSRP)

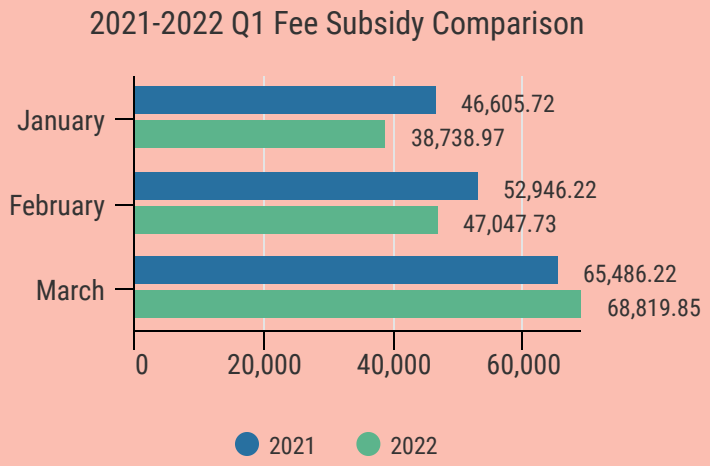
Q1 saw the re-launch of the ELSRP program across the district. Caregivers were encouraged to see the program up and running again. Registration has been progressively building.

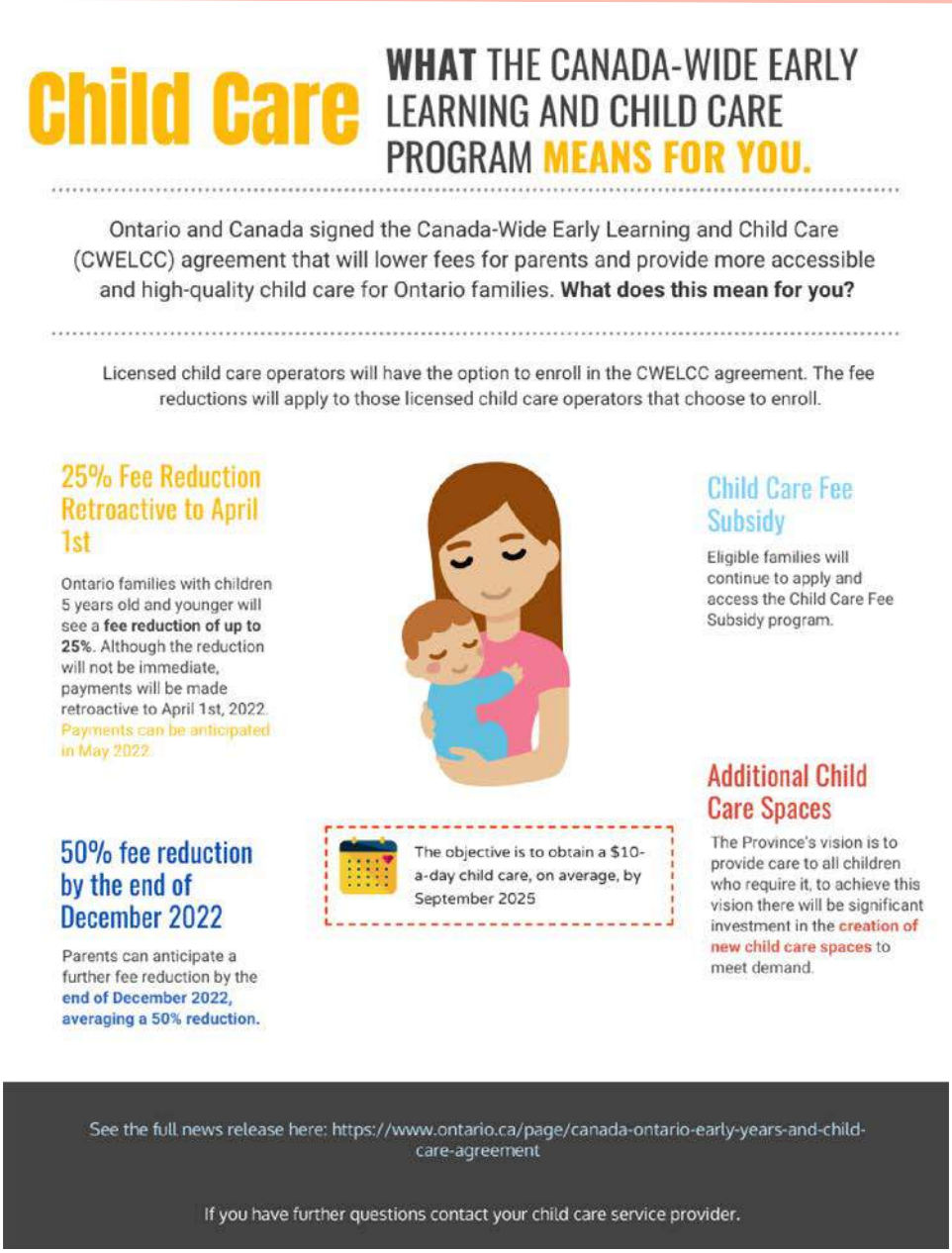
ENROLLMENT

Local child care providers continue to operate at a decreased attendance resulting in operating below their licensed capacity. Constant staff shortage as well as pandemic guidelines regarding health & safety have impacted attendance. Providers in the district of Timiskaming report operating at 71% of their capacity.

Child Care Fee Subsidy

Through provincial funding the DTSSAB provides Fee Subsidies to eligible family households in our communities.





HUMAN RESOURCES

Key non-confidential HR Q1 initiatives and/or activities included, but were not limited to:

New Employee and Family Assistance Program (EFAP) - Inkblot

At the DTSSAB, we are committed to supporting employee mental health and overall wellbeing, and this is in line with our work towards a progressively psychologically safer workplace culture. A need was identified to re-examine the EFAP services provided to our employees. Two options were explored as viable alternatives to the DTSSAB's program offered by Shepell. Of these options, Inkblot was selected.

Annually, Inkblot provides 5 hours of on-demand confidential video, phone or in-person counselling for full-time and part-time employees, and for each of their dependents. Employees utilize Inkblot's proprietary matching technology to select the appropriate counsellor for their needs, and self-book counselling. This reduces barriers for employees taking the first step in accessing mental health care. Inkblot also offers a wide range of advisory services, including legal, financial, childcare, other, as well as career and relationship counselling and health coaching. Providing life, health and wellbeing resources to staff is intended to help our employees feel and perform at their best.

In case of a critical incident, Inkblot provides 24/7 access to in-person, virtual or telephonic assistance, including management consultations. Inkblot also delivers benchmarked insights into the organization's psychological health and culture.

Inkblot

Mental Health Practitioner Definitions Expanded

Over the last two years, researchers have confirmed that the pandemic has severely impacted the mental wellbeing of individuals. As a result, mental health stressors have likely exacerbated coping abilities of individuals already afflicted by mental illness or declining mental health. Supporting our employees in the best way possible is important to us as an Employer. DTSSAB has also always acknowledged the additional pressures faced by our Paramedics who are exposed to trauma. As a proactive measure, Human Resources requested that our benefit provider, Gallagher, expand the definition of Mental Health Practitioner in our benefit plan for all employees of the DTSSAB in order to provide staff with a wider choice of practitioners to ensure they get the help they need.

Seven additional practitioner types were added to the plan, retroactively in December 2021. Coverage maximums were not increased, as these are negotiated benefits. Widening the practitioner list has added flexibility with respect to being able to have claims covered by the practitioner type that is most suitable for providing care to our employees and their dependents. The intent, with these meaningful changes, is also to contribute towards an improved workplace culture.

Transformational Leadership Training

In January, members of the senior leadership team attended Queen's Transformational Leadership training, as an important step in working towards an improved workplace culture. During training, the focus was on providing very practical insights the small things DTSSAB leaders can do on a day-to-day basis (including in their interactions with staff, being more mindful and intentional with their communications, taking the time to create connections, etc.) to create big changes in the workplace that can lead to tangible improvements to our overall workplace culture. Leaders also took part in a one-on-one debrief to review the results of their individual 360-degree assessment, in which peers, subordinates, and their leader evaluated strengths and areas of focus for personal improvement.

Providing adequate training to DTSSAB leaders has been identified as a critical component for successfully managing our operations, programs, and services. Being able to lead staff effectively and in a responsive manner is essential in achieving our desired workplace culture. As we have more staff being promoted into leadership roles, and in welcoming external new hires, it is important to ensure that all leaders are equipped with similar baseline training. This will, in our opinion, set leaders up for success moving forward, and ensure that individuals understand their roles, responsibilities and are able to meet expectations of them as leaders.

Our frontline leaders will continue to take part in Queen's University's Learning to Lead program. Additional all-leaders training, hosted by Hicks Morley, as well as health and safety training, as a foundational component of DTSSAB's participation in the WSIB Excellence Program, has been stenciled for 2022. Following through on our leadership learning journey is indicative of movement towards achieving the goals set out in the Workplan.

2022 Q1 Recruitment and Staffing Summary

Closing Date	Position	Recruitment Status	Details and Comments
Jan. 18/22	Emergency Medical Services - Community Paramedic Lead	Filled internally - Temporary Full-Time	New position/ Community Paramedicine Program
Jan. 21/22	Emergency Medical Services - Paramedic - District Floats	Filled externally, Permanent Part-Time, 5 positions hired	Vacancies due to creation of the Community Paramedicine Program and internal movement
Jan. 24/22	Children's Services - Children's Services Manager	Filled internally, Permanent Full-Time	Vacancy due to incumbent resignation
Jan. 31/22	Housing Services - Social Housing Building Custodian	Filled externally, Temporary Full-Time	Vacancy due to incumbent's leave of absence
Feb. 22/22	Administration - Chief Administrative Office	Filled internally, Permanent, Full-Time	Vacancy due to incumbent resignation
Feb. 22/22	Ontario Works - Eligibility Review/ Case Presenting Officer	Filled internally, Permanent, Full-Time	Vacancy due to internal promotion to non-union
Mar. 04/22	Housing Services - Housing Services Manager	Filled internally, Permanent, Full-Time	Vacancy due to internal movement
Mar. 14/22	Ontario Works - South - Caseworker (2 positions)	In progress/ ongoing, Permanent, Full-Time	Vacancies due to internal movement
Apr. 5/22	Ontario Works - North - Caseworker	Filled internally, Permanent, Full-Time	Vacancy due to incumbent resignation
Mar 21/ 22	Housing Services - Summer Students	In-progress / ongoing, Temporary, Full-Time	Recurrent temporary seasonal positions

District of Timiskaming
Social Services Administration Board
Conseil d'administration des services
sociaux du district de Timiskaming

MEDIA RELEASE

2021-05-20

For Immediate Release

Paramedic Services Week 2022

May 22-28th, 2022, marks Paramedic Services Week. This year's theme is #FacesofParamedicine. This week allows us to reflect and appreciate the paramedics who work every day to keep us and our communities healthy.

"On behalf of the DTSSAB Board, I would like to recognize all of our paramedics, this week and every week," says DTSSAB Board Chair, Derek Mundle, "We are truly grateful for their contribution to the health and well-being of our communities. The services you provide is one that we all hope we never have to access, but that we take comfort in knowing we can count on you, should an emergency occur."

This past year has seen the continued resilience of DTSSAB paramedics as they pivoted through the changing mandates and protocols of the pandemic. It saw the Leadership restructuring of the service, as well as the growth of the service through the welcome addition of the Off-Road Response Unit and Community Paramedicine program.

"Our paramedics form a team that I am honoured to lead," said EMS Chief, John McCarthy, "they are dedicated to supporting the health of our community, through their dedication on duty, continued volunteering outside of regular duties, and constant push to expand their knowledge and skill base."

The delivery of paramedicine requires a team including dispatch, training, logistics, specialities, and much more. The DTSSAB wishes to celebrate all paramedics and support staff that make up DTSSAB EMS as we graciously serve the district.

May 30, 2022

re : Road safety and data sharing

Dear Mayor and Council

First, we would like to commend you for recognizing Road Safety Week at your last council meeting, and promoting the campaign's messaging on your Facebook page. It was also picked up by the Temiskaming Speaker, which is a great way to increase awareness around the issue.

Alarmingly, the May 25 Speaker article also quotes from OPP figures that:

- Speeding "continues to be the leading factor in fatalities";
- 'Fatalities linked to driver inattention are up 79% over this time last year';
- 'Fatalities linked to alcohol and drugs are also up by 36%';
- Preventable road fatalities are headed to a 10 year high provincially.

While it is true that drivers have to take responsibility for their choices and behaviours, there is also a responsibility to create the infrastructure to support the desired behaviours. Reducing the speed limit, reducing the number of driving lanes, increasing the distance and/or implementing a physical barrier between vulnerable users and motorists, speed bumps and roundabouts are all examples of traffic calming initiatives that have been put in place all over the world and that would be relevant in Temiskaming Shores.

Our community does not need any more road related tragedies.

We need to move quickly to implement physical changes that protect pedestrians and cyclists of all ages; partial solutions don't protect people.

As an example, an incident was witnessed where one of the STATO trail bollards got clipped by a car just ahead of a cyclist as the car was being passed in an 80km/hour zone. Nobody wants to think about what would have happened had the timing been just a little bit different.

Messaging and by-laws will also need to clarify the Dos and Don'ts around active transportation lanes, as they are often obstructed by trash and recycling bins, parked vehicles, work vehicles and work signage. When the path is blocked with no alternate corridor, it forces vulnerable users into traffic, putting them at increased risk. They also find themselves on the 'wrong' side of the road to do so if they are headed south (cyclists) or north (walkers). The intent for the narrow corridor marked on Georgina St will also need to be clarified (see picture).

We value the work that has gone into the development of an Active Transportation Plan and would like to ask about accountability measures:

- Can you provide periodic updates to the public on the plan's implementation?

- The City is collecting important data; can you share these with the public:

1) The data from the STATO trail user counter. It would be very interesting to see if the implementation of the Active Transportation Plan will impact usage over time. As a

suggestion, some municipalities share their numbers live on their website, as well as tally a weekly/monthly/yearly record.

2) The data from the new speed radars that are being rotated between various locations. This information would be valuable to create a baseline for the current situation and help with goal setting and measurement of this, and other, speed reduction initiatives' success.

Thank you in advance for your consideration.

Sincerely,

Melanie Aquino Ducharme
[redacted], Temiskaming Shores, ON

Amanda Mongeon
[redacted],Temiskaming Shores, ON

Paul Cobb
[redacted]Temiskaming Shores, ON

Mary Anne Bardawill
[redacted] Temiskaming Shores, ON

Nadia Pelletier-Lavigne
[redacted]Temiskaming Shores, ON

Logan Belanger

From: Robert Ritchie [redacted]
Sent: Wednesday, June 1, 2022 8:29 PM
To: Logan Belanger
Cc: Steve Larocque
Subject: Thank you

Letter to the editor.

This is an open letter to the Temiskaming Shores mayor and council.

I would like to thank mayor and council for thier hard work over the years of thier mandate especially during the COVID years.

I understand the sacrifice they have given up during their term in office. I respect that. It takes a special individual to take on the complexity of municipal politics and to have the desire to follow ones ethics and thier moral values. It is also different to separate their wants with what the ratepayers want.

What the rate payers want must be the goal of all politicians but all rate payers need to contribute to the process. It can't be influenced by a minority of just a few individuals this gives way to conformity, complacency and indifference. These are the fertilizer that helps communism, fascism, racism and nepatism grow and chock out all true freedoms like speech, religion, and thought.

Again I thank Mayor Carmen Kidd, councilors Doug Jelly, Jessey Foley, Mike McArthur, Jeff Laferriere, Danny Whelan, and Patricia Hewitt taking us through the COVID years which was and still is difficult times.

Thanks Rob

The Corporation of the City of Cambridge
Corporate Services Department
Clerk's Division
The City of Cambridge
50 Dickson Street, P.O. Box 669
Cambridge ON N1R 5W8
Tel: (519) 740-4680 ext. 4585
mantond@cambridge.ca

June 1, 2022

Re: Motion from Councillor Liggett – Ontario Must Build it Right the First Time

At the Special Council Meeting of May 31, 2022, the Council of the Corporation of the City of Cambridge passed the following Motion:

WHEREAS the Province of Ontario adopted greenhouse gas reduction targets of 30% by 2030, and emissions from buildings represented 22% of the province's 2017 emissions,

WHEREAS all Waterloo Region municipalities, including the City of Cambridge, adopted greenhouse gas reduction targets of 80% below 2012 levels by 2050 and endorsed in principle a 50% reduction by 2030 interim target with the support of bold and immediate provincial and federal actions,

WHEREAS greenhouse gas emissions from buildings represent 45% of all emissions in Waterloo Region, and an important strategy in the TransformWR community climate action strategy, adopted by all Councils in Waterloo Region, targets new buildings to be net-zero carbon or able to transition to net-zero carbon using region-wide building standards and building capacity and expertise of building operators, property managers, and in the design and construction sector,

WHEREAS the draft National Model Building Code proposes energy performance tiers for new buildings and a pathway to requiring net zero ready construction in new buildings, allowing the building industry, skilled trades, and suppliers to adapt on a predictable and reasonable timeline while encouraging innovation;

WHEREAS the Ministry of Municipal Affairs and Housing consulted on changes for the next edition of the Ontario Building Code (ERO #: 019-4974) that generally aligns with the draft National Model Building Code except it does not propose adopting energy performance tiers, it does not propose timelines for increasing minimum energy performance standards step-by-

step to the highest energy performance tier, and, according to Efficiency Canada and The Atmospheric Fund, it proposes adopting minimum energy performance standards that do not materially improve on the requirements in the current Ontario Building code;

WHEREAS energy efficient buildings provide owners and occupants with lower energy bills, improved building comfort, and resilience from power disruptions that are expected to be more common in a changing climate, tackling both inequality and energy poverty;

WHEREAS the City of Cambridge in partnership with area municipalities and utility companies in the Region of Waterloo are actively exploring developing Green Building Standards;

WHEREAS while expensive retrofits of the current building stock to achieve future net zero requirements could be aligned with end-of-life replacement cycles to be more cost-efficient, new buildings that are not constructed to be net zero ready will require substantial retrofits before end-of-life replacement cycles at significantly more cost, making it more cost-efficient to build it right the first time.

THEREFORE BE IT RESOLVED THAT Council request the Province of Ontario to include in the next edition of the Ontario Building Code tiered energy efficiency standards and a timeframe for when higher tiers would become the minimum energy efficiency requirements in the Code, consistent with the draft Tiered National Model Building Code;

THAT Council request the Province of Ontario to adopt a more ambitious tier of the draft Tiered National Model Building Code as a minimum energy efficiency requirement than the tiers currently proposed for the next edition of the Ontario Building Code;

THAT Council request the Province of Ontario provide authority to municipalities to require increased performance in energy efficiency through the implementation of tiered Green Development Standards;

THAT Council request the Province of Ontario to facilitate capacity, education and training in the implementation of the Tiered National Model Building Code for municipal planning and building inspection staff, developers, and homebuilders to help build capacity; and

AND FUTHER THAT this resolution be provided to the Minister of Municipal Affairs and Housing, to area MPPs, and to all Ontario Municipalities.

Should you have any questions related to the approved resolution, please contact me.

Yours Truly,

Danielle Manton
City Clerk

Cc: (via email)
Hon. Premier Ford
Ontario Minister of Health, Christine Elliot
Association of Municipalities of Ontario
City of Cambridge Council

The Corporation of the City of Temiskaming Shores
Committee of Adjustment

Meeting Minutes

February 23, 2022

Present:	Chair: Carman Kidd Members: Dan Dawson; Suzanne Othmer; Voula Zafiris
Regrets:	Florent Heroux
Also Present:	Jennifer Pye, Planner and Secretary-Treasurer
Public:	Rob Pedersen, Applicant B-2022-02 Sylvie Gravel

1. Opening of Meeting

Resolution No. 2022-07
Moved By: Dan Dawson
Seconded By: Suzanne Othmer

Be it resolved that the Committee of Adjustment meeting be opened at 1:30 p.m.

Carried

2. Adoption of Agenda

Resolution No. 2022-08
Moved By: Suzanne Othmer
Seconded By: Dan Dawson

Be it resolved that the Committee of Adjustment adopts the agenda as printed.

Carried

3. Declaration of Pecuniary Interest

None

4. Adoption of Minutes

Resolution No. 2022-09
Moved By: Suzanne Othmer
Seconded By: Dan Dawson

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores hereby approves the minutes of the January 26, 2022 Committee of Adjustment Meeting as printed.

Carried

5. Public Hearings

Chair Carman Kidd advised that this afternoon a public hearing is scheduled for three consent applications.

The Planning Act requires that a public hearing be held before the Committee of Adjustment decides whether to approve such applications. The public hearing serves two purposes: first, to present to the Committee and the public the details and background to the proposed application and second, to receive comments from the public and agencies before a decision is made.

5.1 Consent Application B-2022-01 – SOS Surveyors on Site on behalf of Dusko and Natasha Vuckovic

The Chair declared the public hearing for Consent Application B-2022-01 to be open.

The Chair asked the Planner, Jennifer Pye, to summarize the proposal, provide any additional information that may be relevant and summarize any correspondence received to date regarding this application.

Subject land: 422 Buffam Drive; PLAN M128NB LOTS 190, 191 PCLS 10594, 23188SST

Purpose of the application: The property owners are seeking sever a vacant building lot from the west side of the subject property. The proposed severed property would measure 17m x 30m and front on Buffam Drive.

Statutory Public Notice: The application was received on January 26, 2022 and was circulated to City staff. Notice of the complete application and the public hearing was advertised in the Temiskaming Speaker beginning on February 9, 2022 in accordance with the statutory notice requirements of the Planning Act. Notice of the application was also mailed to property owners within 60m of the subject land.

Jennifer Pye reviewed the planning report and advised that the application is consistent with the Provincial Policy Statement (2020), and meets the general intent and purpose of the City of Temiskaming Shores Official Plan and City of Temiskaming Shores Zoning By-law, and recommended that the Committee approve the application.

The Committee asked for clarification regarding the existing shed on the property. Ms. Pye indicated that the shed was not shown on the application sketch and the proposed condition will allow flexibility for the property owner to ensure the shed meets the provisions of the Zoning By-law.

The Committee considered and adopted the following resolution:

Resolution No. 2022-10
Moved By: Voula Zafiris
Seconded By: Dan Dawson

Whereas the Committee of Adjustment for the City of Temiskaming Shores has considered Consent Application B-2022-01 as submitted by SOS Surveyors on Site on behalf of Dusko and Natasha Vuckovic for the following lands: 422 Buffam Drive; PLAN M128NB LOTS 190,191 PCLS 10594, 23188SST;

And whereas the applicant proposing to sever a 17 metre x 30 metre vacant building lot from the west side of the existing property;

And whereas the Committee of Adjustment for the City of Temiskaming Shores has received the planning report dated February 18, 2022 and has considered the recommendations therein;

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores approves Consent Application B-2022-01 subject to the following conditions:

1) The following documents shall be provided to the Secretary-Treasurer for the transaction described:
    a) Two copies of the signed Acknowledgement and Direction;
    b) The “Transfer in Preparation” and/or “Transfer Easement in Preparation”;
    c) A Planning Act Certificate Schedule on which is set out the entire legal description of the

parcel(s) in question. This Schedule must also contain the names of the parties indicated on Page 1 of the "Transfer in Preparation" and/or "Transfer Easement in Preparation";

d) A reference plan of survey which bears the Land Registry Office registration number and signature as evidence of its deposit therein, illustrating the parcel to which consent approval relates;

2) The applicant confirms that the location of the existing shed on the property is in compliance with the provisions of the Zoning By-law; or, the existing shed be moved so that it complies with the provisions of the Zoning By-law; or, the existing shed be removed.

Carried

5.2 Consent Application B-2022-02 – FPT Holdings Ltd.

The Chair declared the public hearing for Consent Application B-2022-02 to be open.

The Chair asked the Planner, Jennifer Pye, to summarize the proposal, provide any additional information that may be relevant and summarize any correspondence received to date regarding this application.

Subject land: North side of Paddon Crescent; Dymond Concession 2, Part of Lot 10 and RP 54R-1061 Part 2, Parcel 4223SST.

Purpose of the application: The property owner is seeking to sever three vacant building lots fronting on Paddon Crescent. The two western-most lots would measure 20m x 37.816m and the eastern-most lot would measure 21.098m x 37.81m. This application is a resubmission of an application that was approved in 2017, as the approval lapsed in 2018.

Statutory Public Notice: The application was received on January 25, 2022 and was circulated to City staff. Notice of the complete application and the public hearing was advertised in the Temiskaming Speaker beginning on February 9, 2022 in accordance with the statutory notice requirements of the Planning Act. Notice of the application was also mailed to property owners within 60m of the subject land.

Jennifer Pye reviewed the planning report and advised that the application is consistent with the Provincial Policy Statement (2020), and meets the general intent and purpose of the City of Temiskaming Shores Official Plan and City of Temiskaming Shores Zoning By-law, and recommended that the Committee approve the application.

The Committee considered and adopted the following resolution:

Resolution No. 2022-11
Moved By: Dan Dawson
Seconded By: Suzanne Othmer

Whereas the Committee of Adjustment for the City of Temiskaming Shores has considered Consent Application B-2022-02 as submitted by FPT Holdings Ltd. for the following lands: North side of Paddon Crescent; Dymond Concession 2, Part of Lot 10 and RP 54R-1061 Part 2, Parcel 4223SST;

And whereas the applicant is proposing to sever three vacant building lots fronting on Paddon Crescent with the two western-most lots measuring 20m x 37.816m and the eastern-most lot measuring 21.098m x 37.810m;

And whereas the Committee of Adjustment for the City of Temiskaming Shores has received the planning report dated February 18, 2022 and has considered the recommendations therein;

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores approves Consent Application B-2022-02 subject to the following conditions:

1) The following documents shall be provided to the Secretary-Treasurer for the transaction described:
   a) Two copies of the signed Acknowledgement and Direction;
   b) The "Transfer in Preparation" and/or "Transfer Easement in Preparation";
   c) A Planning Act Certificate Schedule on which is set out the entire legal description of the parcel(s) in question. This Schedule must also contain the names of the parties indicated on Page 1 of the "Transfer in Preparation" and/or "Transfer Easement in Preparation";
   d) A reference plan of survey which bears the Land Registry Office registration number and signature as evidence of its deposit therein, illustrating the parcel to which consent approval relates;
2) The applicant is required to enter into a lot grading agreement for the severed properties, including a clause requiring verification of final grading upon completion of landscaping of each property.
3) The applicant is required to provide an undertaking from their solicitor confirming that the lot grading agreement required in Condition 2 will be registered on title to each of the severed properties.

Carried

5.3 Consent Application B-2022-03 – Philippe Rivard on behalf of Bruno and Geraldine Simoni

The Chair declared the public hearing for Consent Application B-2022-03 to be open.

The Chair asked the Planner, Jennifer Pye, to summarize the proposal, provide any additional information that may be relevant and summarize any correspondence received to date regarding this application.

Subject land: 444 Arnold Drive; PLAN M128NB LOT 76 PCL 12083SST.

Purpose of the application: The applicant is seeking to sever 10.9m (36') from the west side of the lot to be added to his adjacent property at the southeast corner of Rorke Avenue and Arnold Drive. Mr. Rivard intends to construct a residential dwelling on the adjacent property and would like to use the existing service connections located on the subject property for the proposed dwelling. The remaining 4.2m (14') will be added to the adjacent property to the east, 440 Arnold Drive, which is also owned by the owner of the subject property.

Statutory Public Notice: The application was received on February 7, 2022 and was circulated to City staff. Notice of the complete application and the public hearing was advertised in the Temiskaming Speaker beginning on February 9, 2022 in accordance with the statutory notice requirements of the Planning Act. Notice of the application was also mailed to property owners within 60m of the subject land.

Jennifer Pye reviewed the planning report and advised that the application is consistent with the Provincial Policy Statement (2020), and meets the general intent and purpose of the City of Temiskaming Shores Official Plan and City of Temiskaming Shores Zoning By-law, and recommended that the Committee approve the application.

The Committee considered and adopted the following resolution:

Resolution No. 2022-12
Moved By: Voula Zafiris
Seconded By: Suzanne Othmer

Whereas the Committee of Adjustment for the City of Temiskaming Shores has considered Consent Application B-2022-02 as submitted by FPT Holdings Ltd. for the following lands: North side of Paddon Crescent; Dymond Concession 2, Part of Lot 10 and RP 54R-1061 Part 2, Parcel 4223SST;

And whereas the applicant is proposing to sever the west part of the subject property to be transferred to the adjacent property to the west;

And whereas the Committee of Adjustment for the City of Temiskaming Shores has received the planning report dated February 18, 2022 and has considered the recommendations therein;

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores approves Consent Application B-2022-03 subject to the following conditions:

1) The following documents shall be provided to the Secretary-Treasurer for the transaction described:
   a) Two copies of the signed Acknowledgement and Direction;
   b) The “Transfer in Preparation” and/or “Transfer Easement in Preparation”;
   c) A Planning Act Certificate Schedule on which is set out the entire legal description of the parcel(s) in question. This Schedule must also contain the names of the parties indicated on Page 1 of the “Transfer in Preparation” and/or “Transfer Easement in Preparation”;
   d) A reference plan of survey which bears the Land Registry Office registration number and signature as evidence of its deposit therein, illustrating the parcel to which consent approval relates;
2) That Section 50(3) or 50(5) of the Planning Act apple to any subsequent conveyance of or transaction involving the parcel of land that is the subject of this Consent.
3) The applicant obtain approval of a deeming by-law under Section 50(4) of the Planning Act for 440 Arnold Drive.

Carried

6. New Business

6.1 Change of Conditions Request – William R. Ramsay Law Office Professional Corporation on behalf of Rudolf and Candace Tobler

The Chair asked the Planner, Jennifer Pye, to review the request.

The Committee of Adjustment approved Consent Application B-2021-02 on May 26, 2021, subject to the condition that a reference plan of survey be submitted to the Secretary-Treasurer. The applicant has provided a letter indicating that a reference plan is not required per the Land Registry Act as the severed and retained properties are already described under separate PINs. The applicant is requesting that the condition requiring the reference plan be removed.

The Committee asked if PINs can be registered without reference plans. It was indicated that properties that existed in the previous land registry system would have been brought over to the new system and PINs assigned accordingly, but it is unclear to staff whether or not new PINs can be registered without a reference plan.

The Committee considered and adopted the following resolution:

Resolution No. 2022-13
Moved By: Dan Dawson
Seconded By: Voula Zafiris

Whereas the Committee of Adjustment for the City of Temiskaming Shores passed Resolution 2021-06 on May 26, 2021 approving consent application B-2021-02 as submitted by William R. Ramsay Law Office Professional Corporation on behalf of Rudolf and Candace Tobler;

And whereas in accordance with Section 53(23) of the Planning Act, the applicant has requested to delete condition 1) d) of the above-noted resolution;

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores hereby deletes Condition 1) d) of the above-noted resolution;

And further be it resolved that the Committee of Adjustment acknowledges that the change of conditions is minor and therefore notice is not required to be given as per Section 53(26) of the Planning Act.

Carried

7. Unfinished Business

None

8. Applications for Next Meeting

Next meeting: March 30, 2022

9. Adjournment

Resolution No. 2022-06
Moved By: Voula Zafiris
Seconded By: Dan Dawson

Be it resolved that the Committee of Adjustment meeting be closed at 1:59 p.m.

Carried

Carman Kidd
Chair

Jennifer Pye
Secretary-Treasurer

District of Timiskaming
Social Services Administration Board
Conseil d'administration des services sociaux du district de Timiskaming

MINUTES OF THE REGULAR MEETING OF THE BOARD

Held on Thursday, April 27th, 2022, at 5:30 PM via Zoom Videoconference

Present: Derek Mundle (Chair), Jesse Foley, Doug Jelly, Airianna Leveille, Ian Macpherson, Clifford Fielder, Pat Kiely, Sharon Gadoury-East, Mark Stewart – CAO

Staff: Corey Mackler – Information Technology Manager, Janice Loranger – Director of Finance, Rachel Levis – Director of Human Resources, Louanna Lapointe – Ontario Works Supervisor, Lyne Labelle – Housing Services Manager, Michelle Caron – Communications and Executive Coordinator (Recorder)

Absent: Patrick Adams

Guests: Judy Kleinhaus - Grant Thornton, Darlene Wroe – The Speaker

The Special Meeting of the Board was called to order at 5:30 PM.

1.0 Disclosure of Pecuniary Interest

Nil

2.0 Petitions and Delegations

Nil

3.0 Acceptance/Additions to Agenda

Resolution 2022-47
Moved by Sharon Gadoury-East and seconded by Ian Macpherson

THAT the agenda of the regular meeting of the Board held on April 27th, 2022, be accepted as amended.

Carried.

4.0 Adoption of Previous Minutes – March 23rd, 2022, Regular Meeting of the Board

Resolution 2022-48
Moved by Pat Kiely and seconded by Airianna Leveille

THAT the minutes of the regular meeting of the Board held on March 23rd, 2022, be approved as presented.

Carried.

5.0 Business Arising from the Minutes

Nil

6.0 Correspondence

Resolution 2022-49

Moved by Doug Jelly and seconded by Jesse Foley

THAT the Board receive the Correspondence as presented, for information.

Carried.

7.0 New Business

Resolution 2022-50

Moved by Clifford Fielder and seconded by Sharon Gadoury-East

THAT the Board approve the DTSSAB 2021 Consolidated Financial Statement, as presented.

Carried.

8.0 CAO Update

CAO, Mark Stewart, presented this item to the Board, for information.

9.0 In-Camera

Resolution 2022-51

Moved by Ian Macpherson and seconded by Pat Kiely

THAT the Board move into in-camera session at 6:13 PM.

Carried.

10.0 Return to Regular Session

Resolution 2022-52

Moved by Jesse Foley and seconded by Pat Kiely

THAT the Board resolve to rise from the in-camera session and reconvene with the regular meeting of the Board without report at 6:27 PM.

Carried.

11.0 Adjournment/Next Meeting

Resolution 2022-53

Moved by Airianna Leveille and seconded by Doug Jelly

THAT the Board meeting be hereby adjourned at 6:29 PM

AND

THAT the next regular meeting of the Board be held on May 18th, 2022, or at the call of the Chair.

Carried.

Minutes signed as approved by the Board:

Derek Mundle, Chair

May 19th, 2022
Date

Recorder: Michelle Caron

Temiskaming Shores Public Library Board

Meeting Minutes

Wednesday, April 27, 2022

7:00 p.m. in person and via zoom

1. Call to Order

Meeting called to order by Chair Brigid Wilkinson at 7:01 p.m.

2. Roll Call

Present: Danny Whalen, Erica Burkett, Jeff Laferriere, Sarah Bahm, Joyce Elson, Emily Kutalowski, Brigid Wilkinson, and Library CEO Rebecca Hunt in person. Claire Hendrikx and Thomas McLean via Zoom.

Regrets: 0

Members of the Public: 0

3. Welcome to new Board Members: Introductions were made.

4. Adoption of the Agenda

Motion #2022-28

Moved by: Jeff Laferriere

Seconded by: Erica Burkett

Be it resolved that the Temiskaming Shores Public Library Board accepts the April 27, 2022 agenda as amended.

Carried.

Addition: New Business

d. Report LIB-03-2022 IDA Ontario Mini Grant application

e. Board Assemblies Report by Emily Kutalowski

5. Declaration of conflict of interest: None.

6. Adoption of the Minutes

Motion #2022-29

Moved by: Danny Whalen

Seconded by: Claire Hendrikx

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, March 23, 2022 as presented.

Carried.

7. Business arising from Minutes

a. Community Fridge project update: MOU provided by group. The Board reviewed and discussed the MOU. The Library Services Committee will meet to make edits and suggestions.

8. Correspondence:

a. From Ecole secondaire catholique Sainte-Marie. May Ball bursary. For information.

b. From Timiskaming District Secondary School. 2022 May Ball bursary. For information.

c. From The Temiskaming Foundation. 2022 May Ball fund disbursement. For information.

9. Secretary–Treasurer's Report

Report and monthly financial statement included in the trustees' information packet

Library CEO's Report **April 19, 2022**

Build with Rise CO2 Monitors: A company which manufactures CO2 monitors has donated three CO2 monitors to the library to circulate to cardholders. The library's commitment will be to allow them to put discount certificates in with the monitors in case anyone wishes to purchase them, and to allow them to put their logos on promotional materials. The monitors will be circulated for three weeks at a time, and will have a flyer enclosed on how to set up and interpret the data. Peterborough Public Library has a similar program described in this link: https://www.peterborough.ca/en/news/peterborough-library-to-lend-carbon-dioxide-monitoring-devices.aspx

CBC/Radio Canada pilot project: I had a meeting with Valérie Landry and Chris Skinner from CBC and Radio Canada about partnering with libraries on an information portal they are developing to help facilitate access to their services for rural Canadians, newcomers, indigenous people, children and Francophone populations. They were referred to our library by Ontario Library Services. They have verbally invited our library to participate in a pilot project for the portal, which they hope will be ready to pilot within the next few months. Our commitment would be to allow access to the portal on our website and to promote the portal using social media, our website, brochures, word of mouth, radio and the newspaper. They will share statistics and other findings about people's usage of the portal with us.

Centre d'Education des Adultes: We are partnering with the Centre d'education des adultes to provide sessions on how to learn to use tablets in French. We are providing the space and use of our wifi for the sessions free of charge and they will teach participants on how to use the Libby app to access French ebooks and emagazines. Five sessions will take place in the months of April and May.

Ontario Library Association (OLA) Research and Education Committee: The Committee is preparing a benchmarking/resiliency survey to be sent out to all OLA members libraries in early June. The results should provide data to benchmark how libraries are emerging from the pandemic and can be used to measure against future survey results.

Public Library Operating Grant application: The grant application was filed and signed off by the Ministry.

Seed Library request: We have had a request that the library start a seed library. I have said we will investigate how to do this and a staff member has shown interest in helping

to get this program going. We may not be able to get organized this year, but will try for next year if it seems feasible.

Programming:
BIA Easter Hop: April 16
NEOFACS Story Walk ®: May 2-6
Spring Preschool Storytime: Wednesdays beginning May 4
Gadget Helper: Thursdays by appointment

The board suggested the CEO reach out to local doctor's offices and social services agencies to advertise the Ontario Parks Day Pass lending program in light of the provinces' promotion of physical activity and the ability of agencies to prescribe physical activity as part of a medical/mental health regime.

Finances and Statistics

The Board reviewed the financial and statistical reports as provided by the CEO.

Motion #2022-30

Moved by: Jeff Laferriere

Seconded by: Emily Kutalowski

Be it resolved that the Temiskaming Shores Public Library Board accepts the April Secretary-Treasurer's report and Financial report.

Carried.

10. Committee Reports:

a. FINANCE AND PROPERTY: Nothing to report.

b. PLANNING, POLICY, PERSONNEL AND PUBLICITY: Provided input on policies via email.

c. STRATEGIC PLANNING: Nothing to report.

d. LIBRARY SERVICES: Nothing to report.

11. New Business:

a. **Bylaw review:** Does the Board wish to change/amend bylaws to allow virtual attendance at board meetings. Is permitted under the PLA but the Board may want to formalize. The Board will review all bylaws in 2023.

b. **May meeting change of date:** The CEO requested the May meeting date be changed. The Board agreed to move the meeting to Wednesday, May 18 at 7:00 pm.

c. **2021 Annual Report and Infographic:** The Board reviewed the content of the annual report and infographic.

d. **Report LIB-03-2022 IDA Ontario Mini-Grant application:** The Board reviewed the report.

Motion #2022-31

Moved by: Erica Burkett

Seconded by: Sarah Bahm

Be it resolved that the Temiskaming Shores Public Library Board acknowledges receipt of Administrative Report No. LIB-03-2022 and applies to the IDA Ontario Mini-Grant program for funds in the amount of $500 to support making decodable books for children with dyslexia available in the library.

Carried.

e. **Board assemblies report:** Emily Kutalowski gave a report on her attendance at the latest Ontario Library Services Board Assembly meeting.

12. Plan, Policy review and By-law review:

a. **The Library and Political Elections.** Motion.

Motion #2022- 32

Moved by: Emily Kutalowski

Seconded by: Joyce Elson

Be it resolved that the Temiskaming Shores Public Library Board accepts the policy The Library and Political Elections as recommended by the policy committee.

Carried.

b. Creator Space Facilities use policy. Motion.

Motion #2022-33

Moved by: Jeff Laferriere

Seconded by: Emily Kutalowski

Be it resolved that the Temiskaming Shores Public Library Board accepts the Creator Space Facilities use policy as recommended by the policy committee.

Carried.

13. Closed session

Motion #2022-34

Moved by: Thomas McLean

Seconded by: Claire Hendrikx

Be it resolved that the Temiskaming Shores Public Library Board goes into closed session at 7:59 p.m. in regards to identifiable individuals.

Carried.

Motion #2022-35

Moved by: Jeff Laferriere

Seconded by: Thomas McLean

Be it resolved that the Temiskaming Shores Public Library Board rises from closed session at 8:18 p.m. with report.

Carried.

Motion #2022-36

Moved by: Emily Kutalowski

Seconded by: Claire Hendrikx

Be it resolved that the Temiskaming Shores Public Library Board accepts the closed session minutes of March 23, 2022.

Carried.

14. Adjournment

Adjournment by Brigid Wilkinson at 8:19 p.m.

_____
Chair –

Corporate Services
025-2022-CS

Memo

To:	Mayor and Council
From:	Logan Belanger, Municipal Clerk
Date:	June 7, 2022
Subject:	Request for Delegation – Civil Marriage Solemnizations
Attachments:	None

Mayor and Council:

The Clerk is seeking to increase the complement of Clerk designates that can perform Civil Marriages. Two officiants advised of their wish to reduce the number of bookings throughout the year, and two other officiants are no longer preforming services. City staff officiants are primarily available for ceremonies at City Hall; therefore, a gap of service providers have been identified based on the service requests received.

Ontario Regulation 285/04 amended the Marriage Act to include Municipal Clerks as a class of person authorized to solemnize civil marriages. Section 228 (4) of the Municipal Act, permits the extension of this authority to any person, other than a member of Council. However, By-law No. 2015-026 being a by-law to adopt a Civil Marriage Solemnization Policy for the City of Temiskaming Shores restricts that delegation for civil marriages by requiring a resolution of Council.

An advertisement was published to recruit civil marriage officiants for the City. Four (4) candidates submitted applications and interviews were conducted. The Clerk is confident in the skill sets of the four individuals, and is seeking support to appoint as a Clerk's designate for the purposes of Civil Marriage Solemnizations (Marriage Officiant). City staff will provide the necessary training in regards to the wedding ceremony, and on the administrative functions.

It is recommended that Council confirm by resolution the appointment of:

- Kenneth Ashick;
- Melissa LaPorte;
- Jennifer Moorlag; and
- Tara Simmons;

as Clerk's designates for the purpose of Civil Marriage Solemnization services in the Province of Ontario.

Submission:

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

Corporate Services
026-2022-CS

Memo

To:	Mayor and Council
From:	Jennifer Pye, Planner
Date:	June 7, 2022
Subject:	Deeming By-law for Stevens – 160 Niven Street South; PLAN M143NB LOT 244 TO LOT 246 PCL 13023SST and BUCKE CON 3 S PT LOT 11 PCL 12354SST
Attachments:	Appendix 01: Deeming By-law Application Form
	Appendix 02: Draft Deeming By-law (**Please refer to By-law No. 2022-098**)

Mayor and Council:

Mark and Judith Stevens have submitted a request for a deeming by-law for their property located at 160 Niven Street South in Haileybury. The owners have indicated that they are requesting the deeming by-law in order to permit the construction of a new dwelling on the property, which is currently vacant. The portion of property fronting on Niven Street South is made up of 3 subdivision lots and were created by a plan of subdivision that was registered in 1910. The landholding also includes a piece of property to the west that is described in the lot and concession format. If the deeming by-law is approved, the resultant property will have an area of approximately 1.3 acres. The two pieces of property currently have separate roll numbers.

The subject property is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and is zoned Medium Density Residential (R3) in the City of Temiskaming Shores Zoning By-law.

If the Deeming By-law is passed it will be registered on title at the owner's expense. It is recommended that Council pass the deeming by-law.

Prepared by:	Reviewed by:	Reviewed and submitted for Council's consideration by:
"Original signed by"	*"Original signed by"*	*"Original signed by"*
Jennifer Pye, MCIP, RPP Planner	Shelly Zubyck Director of Corporate Services	Christopher W. Oslund City Manager

The City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario P0J 1K0
705-672-3363

Application for Deeming By-law
Under Section 50(4) of the Planning Act

Approval authority:
Council of the City of Temiskaming Shores

Fee: $200 + 13% HST
= $226.00
+ legal and land titles fees required to register by-law (billed directly from solicitor)

Office Use Only
File No.: D-2022-08
Date Received: May 27, 2022
Roll No.: 5418-030-012-046.00+083.00

1. **Owner Information**

Name of Owner: Mark Stevens and Judith Stevens
Mailing Address: [redacted]
Email Address: [redacted] Phone: [redacted]

If more than one registered owner, please provide information below (attach separate sheet if necessary):
Name of Owner: _____
Mailing Address: _____
Email Address: _____ Phone: _____

2. **Applicant/Agent Information** (if applicant is not the owner or applicant is an agent acting on behalf of the owner):

Name of Agent: N/A
Mailing Address: _____
Email Address: _____ Phone: _____

3. **Please specify to whom all communications should be sent:**

☒ Owner ☐ Applicant/Agent

4. **Property Information**

a. Location of the subject land:

☐ Dymond ☐ New Liskeard ☒ Haileybury

Municipal Address
160 Niven Street S.
Legal Description (concession and lot numbers, reference plan and lot/part numbers)
PLAN M143NB LOT 244 TO LOT 246 PCL and BUCKE CON 3 S PT LOT 11 PCL 12354SST

b. Date the property/properties were acquired by the current owner: September 15, 2021

c. Are there any easements or restrictive covenants affecting the property/properties?

☐ Yes ☒ No

If yes, describe the easement or covenant and its effect:

5. **Reason a deeming by-law is required:**

To combine the two parcels of land to enable the desired location and construction of a new home, and to enable the use of the adjacent public road right-of-way for access to the property.

6. **Registration of By-law**

If approved the deeming by-law must be registered on title to the property/properties to which is applies. The City will send the approved by-law directly to the lawyer of the applicant's choosing to ensure registration. The applicant is responsible for all fees associated with the registration of the by-law.

Name of Lawyer: Bill Ramsay

Name of Firm: Ramsay Law Office

Mailing Address: Box 160, New Liskeard, Ontario P0J 1P0

Email Address: ramsaylaw@ramsaylaw.ca Phone: (705) 647-4010

7. Applicant/Agent Authorization

If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed.

I/We, _____ are the registered owners of the subject land and I/we hereby authorize N/A _____ to make this application on my/our behalf and to provide any of my/our personal information that will be included in this application or collected during the processing of the application.

Date:_____ Signature of Owner: _____

Date:_____ Signature of Owner: _____

8. Authorization for Site Visits

I/We authorize Municipal Staff and Council and/or Committee members, as necessary, to enter the subject property to gather information necessary in the assessment of the application.

Applicant Initial *Applicant Initial*

9. Notice re: Use and Disclosure of Personal Information

In accordance with the Planning Act and the Municipal Freedom of Information and Protection of Privacy Act, I/We acknowledge and understand that any information collected on this form and any supplemental information submitted as part of this application can be disclosed to any person or public body.

Applicant Initial *Applicant Initial*

10. Declaration of Applicant

✓ If the application is being submitted by the property owner and there is more than one registered owner, each owner must complete a separate declaration.

✓ If the application is being submitted by the property owner and the owner is a firm or corporation the person signing this declaration shall state that he/she has authority to bind the corporation or affix the corporate seal.

✓ This declaration must be completed in front of a Commissioner for Taking Affidavits.

I, MARK STEVENS of the TOWN OF SYLVAN LAKE in the PROVINCE of ALBERTA make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true and I make this solemn declaration conscientiously knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Sworn (or declared) before me
at the Town of Sylvan Lake
in the Province of Alberta
this 26th day of May, 20 22

Signature of Applicant

A Commissioner for Taking Affidavits

Imran A. Bhutta
Barrister, Solicitor and Notary Public
in and for the Province of Alberta
My Appointment/Commission is Perpetual

10. Declaration of Applicant

✓ If the application is being submitted by the property owner and there is more than one registered owner, each owner must complete a separate declaration.

✓ If the application is being submitted by the property owner and the owner is a firm or corporation the person signing this declaration shall state that he/she has authority to bind the corporation or affix the corporate seal.

✓ This declaration must be completed in front of a Commissioner for Taking Affidavits.

I, JUDITH STEVENS of the TOWN OF SYLVAN LAKE in the PROVINCE of ALBERTA make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true and I make this solemn declaration conscientiously knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Sworn (or declared) before me
at the Town of Sylvan lake
in the Province of Alberta
this 26th day of May, 20 22

x _____
Signature of Applicant

_____
A Commissioner for Taking Affidavits

Imran A. Bhutta
Barrister, Solicitor and Notary Public
in and for the Province of Alberta
My Commission Expires Perpetual

Subject:	Encroachment Agreement: 29 Whitewood Avenue	**Report No.:**	CS-021-2022
		Agenda Date:	June 7, 2022

Attachments

Appendix 01: Site Plan and Floor Plans

Appendix 02: Draft Encroachment Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-021-2022;

2. That Council directs staff to prepare the necessary by-law and encroachment agreement with 29 Whitewood Inc. for the property at 29 Whitewood Avenue to allow the construction of a 1.1 metre wide fixed stairway on the west side of the existing building for consideration at the June 21, 2022 regular Council meeting; and

3. That Council requires that the Owner shall pay the legal and land titles fees to register the agreement on title.

Background

The owner of the building at northeast corner of Armstrong and Whitewood (Pizza Pizza building) in downtown New Liskeard is seeking to convert the upper floors into residential units. In order to meet the egress requirements of the Building Code, a fire escape is required on the outside of the building. The proposed staircase would extend 1.07 metres (3.5') from the wall of the building and would have a length of 5 metres (16'). The property owner submitted a survey which shows that the west wall of the building is located on the property line, so the entire width of the external staircase will be on City-owned property.

Analysis

The Manager of Transportation Services, Superintendent of Transportation, and the Planner met on-site to review the specifics of the property and the adjacent streetscape on May 3, 2022 to review the proposal from a winter maintenance and accessibility point of view. There is a strip of grass between the wall of the building and the edge of the sidewalk in this location and the proposed staircase will be entirely within the strip of grass. There are no other installations on City property that would be hindered by the

staircase, and there would be no change to the width of the pedestrian space and therefore no concerns from an accessibility point of view because of the proposed staircase.

Utility companies operating in the area were circulated and no concerns were noted with the proposed encroachment.

The property is zoned Downtown Commercial New Liskeard (C1) in the City of Temiskaming Shores Zoning By-law. The Zoning By-law does not require a minimum exterior side yard in the C1 zone in the downtown area, and the Zoning By-law also provides an exemption to setback requirements for exterior staircases in general so there are no concerns from a Zoning perspective.

Relevant Policy / Legislation / City By-Law

- City of Temiskaming Shores Zoning By-law 2017-154

Consultation / Communication

- Consultation with property owner
- Consultation with applicable City staff and City of Timmins Building Department

Financial / Staffing Implications

This item has been approved in the current budget:	Yes ☐	No ☐	N/A ☒
This item is within the approved budget amount:	Yes ☐	No ☐	N/A ☒

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

Alternatives

No alternatives were considered.

Submission

Prepared by:	Reviewed by:	Reviewed and submitted for Council's consideration by:
"Original signed by"	*"Original signed by"*	*"Original signed by"*
Jennifer Pye, MCIP, RPP Planner	Shelly Zubyck Director of Corporate Services	Christopher W. Oslund City Manager

WALL SCHEDULE

W1	PARTY / DEMISING WALLS (TYP) - 1HR FRR, 52 STC FIRE RATING - DETERMINED BASED ON SB-2 COMPONENT ADDITIVE METHOD STC RATING - BASED ON SB-3 WALL TYPE W8a - 5/8" TYPE 'X' GYPSUM WALL BOARD - 2 ROWS OF 2X4" @ 16" O.C. WOOD STUDS STAGGERED ON A 2X6" WOOD PLATE - FILL CAVITY WITH MINERAL WOOL INSULATION - 2 LAYERS OF 5/8" TYPE 'X' GYPSUM WALL BOARD - FIRESTOP CAULKING & SMOKE SEAL WALL PERIMETER
W2	- 1/2" GYPSUM BOARD - 2" X 4" WD STUDS @ 16" O.C. - 1/2" GYPSUM BOARD - ALL TO U/S CEILING
W3	- 5/8" GYPSUM BOARD - EX. EXTERIOR WALL
W4	- 1/2" GYPSUM BOARD - 2" X 4" WD STUDS @ 16" O.C. - FILL CAVITY WITH MINERAL WOOL INSULATION - 1/2" GYPSUM BOARD - ALL TO U/S CEILING
W5	- 5/8" TYPE 'X' GYPSUM WALL BOARD - EX. 1/2" CEMENT PLASTER - EX. WOOD LATH - EX. 2 x 4 WD STUDS - EX. WOOD LATH - EX. 1/2" CEMENT PLASTER - 5/8" TYPE 'X' GYPSUM WALL BOARD
W5a	- 5/8" TYPE 'X' GYPSUM WALL BOARD - EX. DEMISING WALL

NOTE:
- DAMP-PROOF UNDERSIDE OF WOOD PLATE WITH 6 MIL POLY. FOR WALLS SITTING ON BASEMENT CONCRETE SLAB
- ALL GYPSUM BOARD TO BE TAPED, SANDED, PRIMED AND PAINTED
- MINERAL WOOL TO BE NON-COMBUSTIBLE
- REFER TO ULC MANUAL & SB-3 FOR EXACT WALL CONSTRUCTION
- FIRESTOP CAULKING & SMOKE SEAL ALL F.R.R. WALL PERIMETER

NOTES

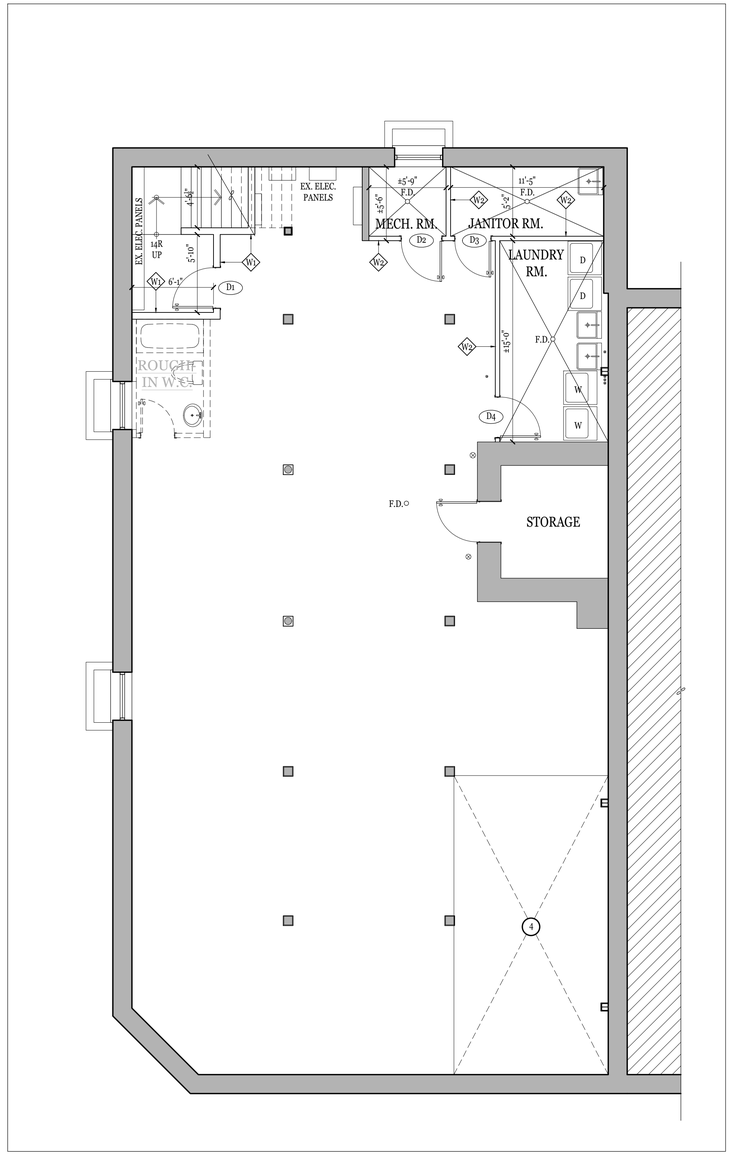
1	EXTERIOR FIRE ESCAPE GALVANIZED METAL STAIR
2	EXTERIOR FIRE ESCAPE GALVANIZED METAL STAIR
3	DASH LINE DENOTES 1 HR. FRR WALL
4	SUNKEN AREA TO BE FILLED IN W/ CONC. TO MATCH EX. FLOOR LEVEL
5	--

REFER TO SHEET A002 FOR LEGENDS, SCHEDULE & ADDITIONAL CONSTRUCTION NOTES

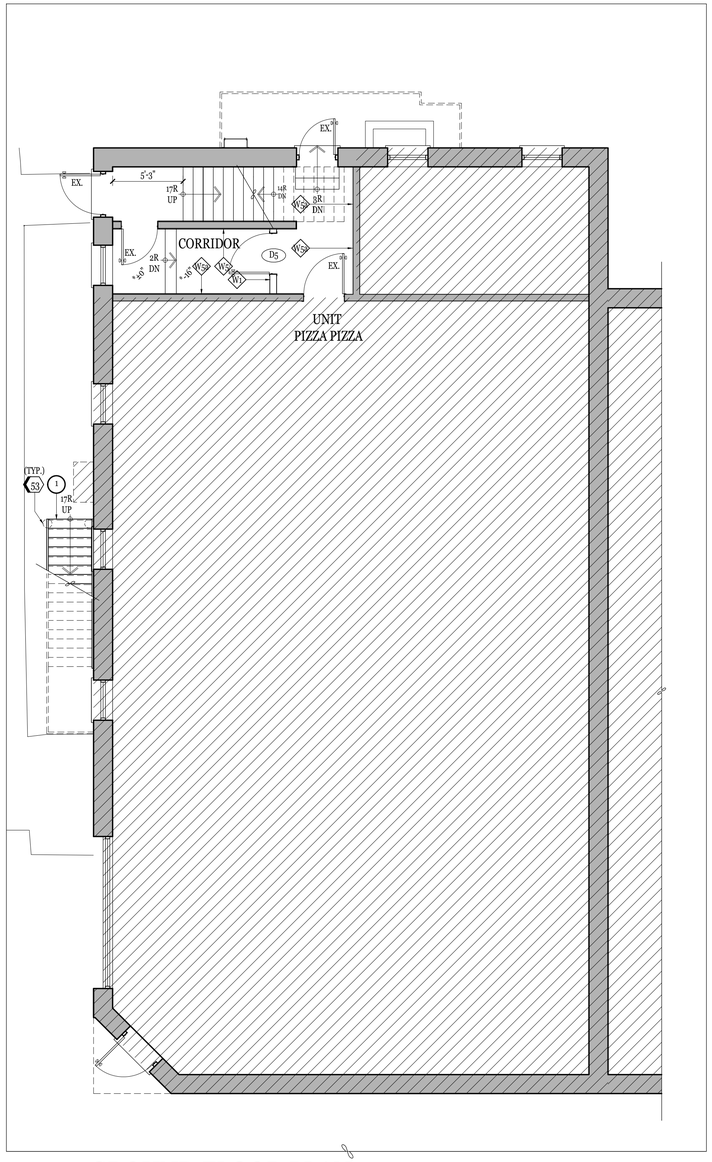
LEGEND

CONSTRUCTION SYMBOLS, NOTES AND INFORMATION	
	NOT PART OF THIS PERMIT
	EXISTING WALLS TO REMAIN
	PROPOSED WALL
	MINERAL WOOL INSULATION W/IN WALL CAVITY
XX XX	REFER TO SHEET A002 FOR TAG INFORMATION

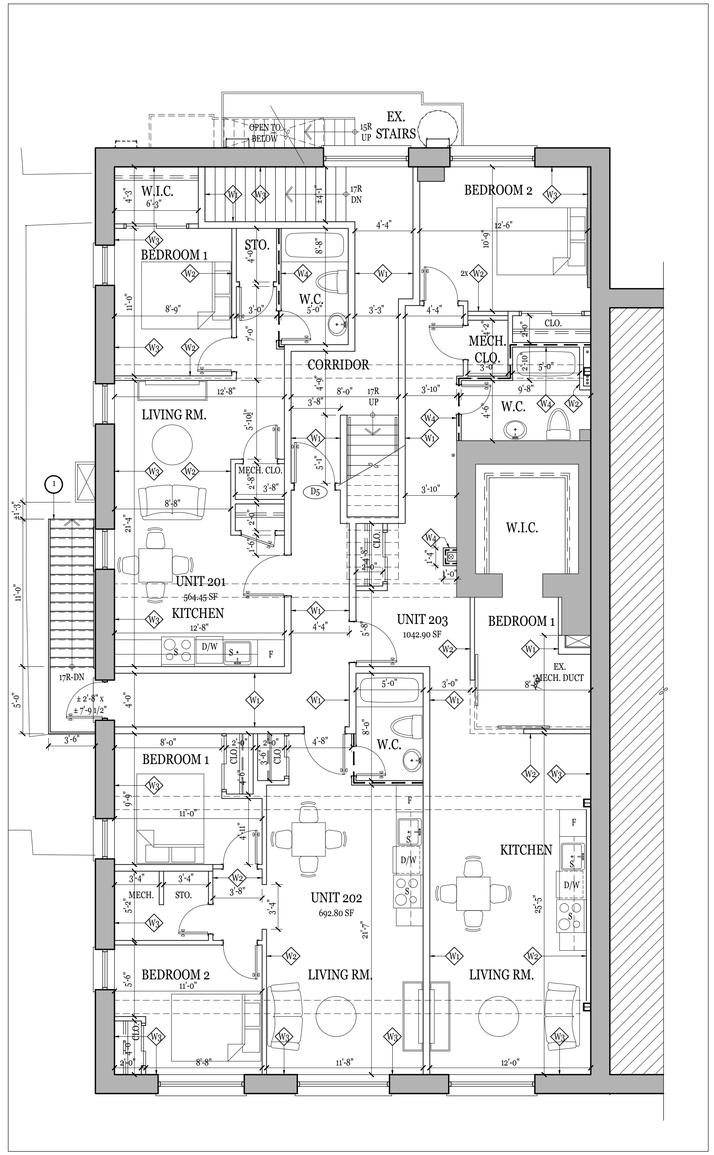
THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS PROVIDED BY AND IS THE PROPERTY OF THE ARCHITECT. THE CONTRACTOR MUST VERIFY AND ACCEPT RESPONSIBILITY FOR ALL DIMENSIONS AND CONDITIONS ON SITE AND MUST NOTIFY THE ARCHITECT OF ANY VARIATIONS FROM THE SUPPLIED INFORMATION. THIS DRAWING IS NOT TO BE SCALED. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF SURVEY, STRUCTURAL, MECHANICAL, ELECTRICAL AND OTHER CONSULTANT INFORMATION SHOWN ON THIS DRAWING. REFER TO THE APPROPRIATE CONSULTANT'S DRAWINGS BEFORE PROCEEDING WITH THE WORK. CONSTRUCTION MUST CONFORM TO ALL APPLICABLE CODES AND REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION. THE CONTRACTOR WORKING FROM DRAWINGS NOT SPECIFICALLY MARKED "FOR CONSTRUCTION" MUST ASSUME FULL RESPONSIBILITY AND BEAR COSTS FOR ANY CORRECTIONS OR DAMAGES RESULTING FROM HIS WORK.



1 BASEMENT FLOOR PLAN
3/16" = 1'-0"



2 GROUND FLOOR PLAN
3/16" = 1'-0"



3 SECOND FLOOR PLAN
3/16" = 1'-0"

No.	Date:	Issued/Revision:	By:
1	MAY 02, 2022	ISSUED FOR BUILDING PERMIT (05)	RP
4	APR. 26, 2022	ISSUED FOR COORDINATION (05)	RP
3	FEB. 22, 2022	REVISED AS PER CLIENT COMMENTS (03)	RP
2	FEB. 11, 2022	ISSUED FOR CLIENT REVIEW (03)	RP
1	DEC. 13, 2021	ISSUED FOR CLIENT REVIEW (01)	RP

FRASCA Design & Planning
Residential | Retail | Commercial
2781 HIGHWAY #7, UNIT 205 VAUGHAN, ON. 416.272.2024
2010giorgio@gmail.com
giorgio@frascadesignandplanning.com

Project : INTERIOR RENOVATION & ADDITION OF EXTERIOR FIRE ESCAPE STAIR

29 WHITEWOOD AVE, NEW LISKEARD, ON, P0J 1P0

Drawing Name : FLOOR PLANS

Proj no. :	21040	Date :	28 JULY 2021
Drawn by :	RP	Scale :	AS NOTED
Checked by :	GF		

CONSTRUCTION NORTH

Drawing No : A201

NOTES

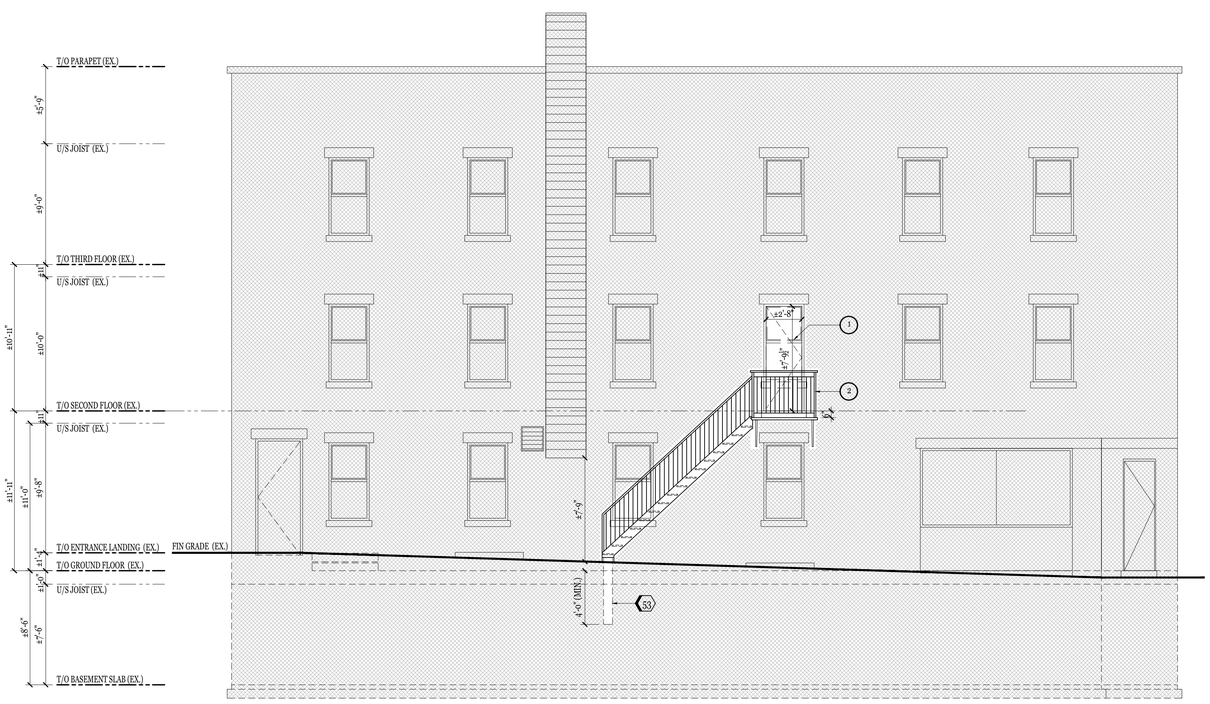
1	EXISTING WINDOW TO BE REMOVED AND CUT OPENING TO EXISTING FLOOR LEVEL TO CREATE NEW FIRE ESCAPE EXIT
2	EXTERIOR FIRE ESCAPE GALVANIZED METAL STAIR
3	0.75 HR. FRR CEILILNG - 2-5/8" TYPE 'X' GYPSUM WALL BOARD -EX. WD FLOOR ASSEMBLY (CONTINUE GYPSUM WALL BOARD AROUND BEAMS)
4	REFER TO DRAWING 4/A203
5	--

REFER TO SHEET A002 FOR LEGENDS, SCHEDULE & ADDITIONAL CONSTRUCTION NOTES

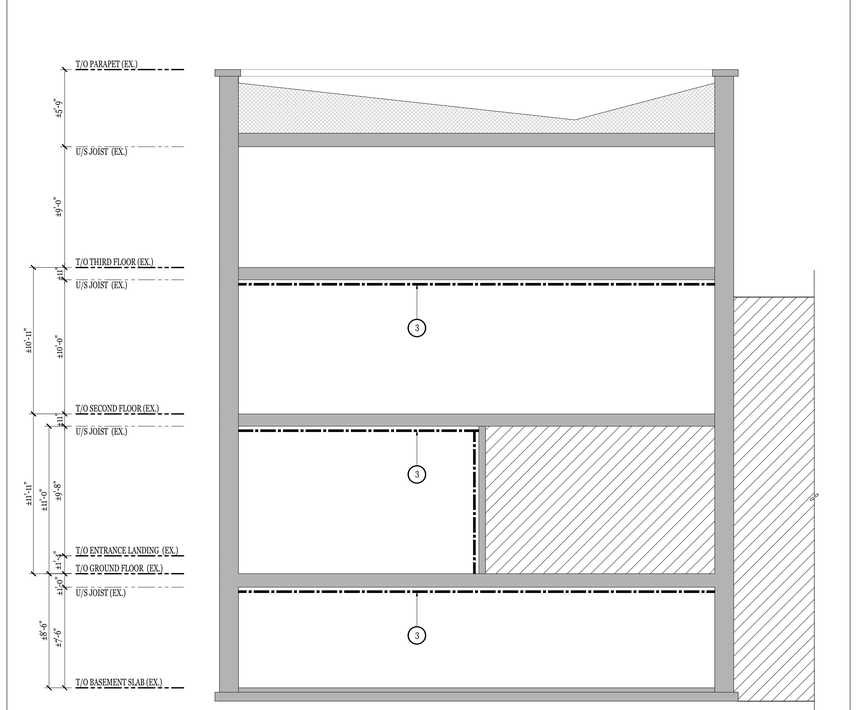
LEGEND

CONSTRUCTION SYMBOLS, NOTES AND INFORMATION	
	NOT PART OF THIS PERMIT
	EXISTING WALLS TO REMAIN
	PROPOSED WALL
	1 HR. FRR. WALL
XX XX	REFER TO SHEET A002 FOR TAG INFORMATION

THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS PROVIDED BY AND IS THE PROPERTY OF THE ARCHITECT. THE CONTRACTOR MUST VERIFY AND ACCEPT RESPONSIBILITY FOR ALL DIMENSIONS AND CONDITIONS ON SITE AND MUST NOTIFY THE ARCHITECT OF ANY VARIATIONS FROM THE SUPPLIED INFORMATION. THIS DRAWING IS NOT TO BE SCALED. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF SURVEY, STRUCTURAL, MECHANICAL, ELECTRICAL AND OTHER CONSULTANT INFORMATION SHOWN ON THIS DRAWING. REFER TO THE APPROPRIATE CONSULTANT'S DRAWINGS BEFORE PROCEEDING WITH THE WORK. CONSTRUCTION MUST CONFORM TO ALL APPLICABLE CODES AND REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION. THE CONTRACTOR WORKING FROM DRAWINGS NOT SPECIFICALLY MARKED "FOR CONSTRUCTION" MUST ASSUME FULL RESPONSIBILITY AND BEAR COSTS FOR ANY CORRECTIONS OR DAMAGES RESULTING FROM HIS WORK.



1 NORTH ELEVATION
3/16" = 1'-0"



2 SCHEMATIC CROSS SECTION FOR FLOOR FRR
3/16" = 1'-0"

No.	Date:	Issued/Revision:	By
1	MAY 04, 2022	ISSUED BUILDING PERMIT (05)	RP

FRASCA Design & Planning
Residential - Retail - Commercial
2781 HIGHWAY #7, UNIT 201 VAUGHAN, ON, 416.272.2024
2010giorgio@gmail.com
giorgio@frascadesignandplanning.com

Project : INTERIOR RENOVATION & ADDITION OF EXTERIOR FIRE ESCAPE STAIR

29 WHITEWOOD AVE,
NEW LISKEARD, ON, P0J 1P0

Drawing Name :

ELEVATION, SECTION & DOOR SCHEDULE

Proj no. :	21040	Date :	28 JULY 2021
Drawn by :	RP	Scale :	AS NOTED
Checked by :	GF		

CONSTRUCTION NORTH

Drawing No :

A300

The Corporation of the City of Temiskaming Shores

By-law No. 2022-000

Being a by-law to enter into an Encroachment Agreement with 29 Whitewood Inc. Roll No. 54-18-010-004-184.00 (29 Whitewood Avenue)

Whereas under Section 8 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 9. (1) (a) and (b) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; 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 29 Whitewood Inc. wish to construct an exterior staircase to the second floor on the west side of the building located at 29 Whitewood Avenue which would necessitate an encroachment onto adjacent City-owned property; and

Whereas Council considered Administrative Report No. CS-021-2022 at the June 7, 2022 Regular Council meeting and directed staff to prepare the necessary by-law and encroachment agreement with 29 Whitewood Inc. for consideration at the June 21, 2022 Regular Council meeting.

Now therefore the Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. That the Council of the Corporation of the City of Temiskaming Shores authorizes the entering into of an Encroachment Agreement with 29 Whitewood Inc., a copy annexed hereto as Schedule “A” and forming part of this by-law.

2. That Council agrees to charge an annual encroachment fee of $50.00 to be added to the Owner’s tax bill as an annual payment in lieu of property taxes.

3. That Council requires that the Owners pay the legal and land titles fees to register the agreement on title.

4. That the Mayor and Clerk are hereby authorized and directed to execute the Encroachment Agreement and any and all other documentation necessary to complete the agreement and the registering of the agreement on title.

DRAFT

5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this _____ day of _____, 2022.

_____
Mayor

_____
Clerk

DRAFT

This Encroachment Agreement entered into on the ___ day of _____, 2022.

Between:

29 Whitewood Inc.
(the "Owners")

And:

The Corporation of the City of Temiskaming Shores
(the "City")

Recitals:

The Owner is the registered and beneficial owner of land that is municipally known as 29 Whitewood Avenue; Roll No. 54-18-010-004-184.00 (the "Property") and which is legally described as:

PLAN M11NB PT LOTS 13,14 PCL 2988SST, in the City of Temiskaming Shores; District of Timiskaming

The Owner wishes to construct a 1.07 metre wide exterior staircase to the second floor on the west side of the existing building on the property which would encroach upon the adjacent City-owned lands; (the "Encroachment").

Terms and Conditions

1. The Owners have provided the City with a sketch and project details which have been reviewed by City staff, a copy of which is hereto attached as Appendix 01;

2. The Owners are responsible to ensure that the Encroachment is constructed in accordance with Appendix 01 and the requirements of the Ontario Building Code;

3. The Owners are responsible to pay for all costs associated with the construction and maintenance of the Encroachment;

4. The Owners shall, if required, at their expense arrange to have amenities temporarily removed and reinstalled to permit the maintenance of underground utilities (Hydro, Gas, Phone, Storm, etc.);

5. The Owners shall indemnify and save harmless the City from and against any and all liabilities, claims, damages, actions and causes of action arising from the use of the Lands;

6. The Owner shall, on or before the **1st day of July** in each year, provide proof of liability insurance in the amount of **$2 million** for the lands and all activities carried out thereon during use by the Owners.

7. In the event the City delivers written notice to the Owner that the City requires, for any purpose, the land which is affected by the Encroachment, the Owner shall, at its sole cost and expense either reconfigure or relocate the Encroachment in a manner acceptable to the City, acting reasonably, or in the alternative, remove the Encroachment.

8. The Owner covenants and agrees that this Encroachment Agreement is restricted to the Encroachment as proposed in Appendix 01 and Appendix 02, and the use, maintenance and repair thereof, not any expansions or further improvements thereto without the City’s written authorization.

9. This Encroachment Agreement shall remain in effect for the period commencing on the 1st day of July, 2022 and ending the 31st day of December, 2042.

10. This Encroachment Agreement shall be binding upon the Owners, its successors and assigns.

Remainder of Page left blank intentionall

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in the presence of	)	**29 Whitewood Inc.**
	)	Steve Ronald, 29 Whitewood Inc.
Municipal Seal	)	**The Corporation of the City of Temiskaming Shores**
	)	Mayor – Carman Kidd
	)	Clerk – Logan Belanger

Appendix 02

Area of Encroachment

Subject to Encroachment Agreement

Subject:	Delegation of Authority during "Lame-Duck" Period	**Report No.:**	CS-022-2022
		Agenda Date:	June 7, 2022

Attachments

Appendix 01: Draft delegation by-law (**Please refer to By-law No. 2022-099)**

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-022-2022;

2. That Council directs staff to prepare the necessary by-law delegating the following authority to the City Manager from August 19, 2022 to November 15, 2022, if required:

   (a) Financial signing authority for expenditures outside the current budget exceeding $50,000;

   (b) Disposition of any real or personal property of the municipality which has a value exceeding $50,000 at the time of disposal;

   (c) Authority to hire or remove any officer from/to employment with the City of Temiskaming Shores;

   (d) Authority to apply for funding applications that may become available during the "lame duck period" which have not been included in the current budget; and

3. That Council directs the City Manager to submit an information report to Council if the delegation of authority has been exercised.

Background

Pursuant to section 275 of the Municipal Act, 2001 (the "Act"), there are certain actions of Council which may be restricted during two separate periods after the municipal nomination date (August 19, 2022). These restrictions may occur in the event that any one of the "lame duck" thresholds set forth in section 275(1) are satisfied.

A Council can become "lame duck" in one or both of two separate time periods:

1. The period from the nomination date (August 19, 2022) to the day of the election (October 24, 2022); and
2. The period from the day of the election (October 24, 2022) to the end of the current term of Council (November 14, 2022).

In each instance an analysis must be done at the outset of these periods to determine whether the Council is “lame duck”.

Analysis

A Council becomes “lame duck” if it is determined that the new Council will have less than three-quarters of the members of the outgoing Council. To determine whether the three-quarters threshold has been met, an analysis is completed on the nominations that are certified and any acclamations made to the new Council by the Clerk, as well as the results of the election.

Based on the current Council having seven (7) elected members, if, from Nomination Day to Voting Day, and from Voting Day to the end of the Term, it can be determined with certainty, that the new Council will include less than three-quarters of the outgoing Council members (i.e., less than 5 members), “lame duck” applies, and Council is restricted from taking certain actions until the new term of Council begins on November 15, 2022.

Once the determination has been made, and if the Restricted Acts provision is engaged (“lame duck”), Council would be subject to certain restrictions contained within s. 275(3) of the Act, including:

a) The appointment or removal from office of any officer of the municipality.
b) The hiring or dismissal of any employee of the municipality.
c) The disposition of any real or personal property of the municipality which has a value exceeding $50,000, at the time of disposal; and
d) Making any expenditure or incurring any other liability that exceeds $50,000.

Clauses c) and d) do not apply if the disposition or liability was included in the most recent budget adopted by Council prior to Nomination Day. The Act also provides that nothing under Section 275 prevents a municipality from taking any action in the event of an emergency.

Section 275(6) provides that even if the Restricted Acts section is engaged, it does not affect any delegation of authority which has been properly granted prior to Nomination Day. Therefore, City Council's existing delegations, such as under the Delegation By-law (By-law No. 2015-141) and the Procurement By-law (By-law No. 2017-015), are not impacted by the aforementioned restrictions. The proposed draft by-law (Appendix 01) seeks to safeguard against potential gaps by temporarily delegating additional authority beyond what is currently delegated by Council, and would come into effect only if the Restricted Acts section should apply to this Council.

The by-law would be temporary and would become null and void upon the commencement of the inaugural meeting of the new Council, scheduled for November

21, 2022. Further, the City Manager would be required to report to Council regarding any exercise of this delegated authority.

Relevant Policy / Legislation / City By-Law

- Municipal Act, 2001, S.O. 2001, c. 25

Consultation / Communication

- Consultation with City Manager

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 ☒

If the By-law is in effect, and the delegated authority is required to be used in the limited time period of applicability, a report is to be submitted to Council as soon as reasonably possible by the City Manager.

Alternatives

No alternatives were considered.

Submission

Prepared by:	Reviewed by:	Reviewed and submitted for Council's consideration by:
"Original signed by"	*"Original signed by"*	*"Original signed by"*
Logan Belanger Municipal Clerk	Shelly Zubyck Director of Corporate Services	Christopher W. Oslund City Manager

City of Temiskaming Shores

Administrative Report

Subject:	Tender Award – Asphalt Markings & Symbols Services	**Report No.:**	PW-020-2022
		Agenda Date:	June 7, 2022

Attachments

Appendix 01: 2022 Tender Results Summary

Appendix 02: Draft By-Law Agreement (**Please refer to By-law No. 2022-100)**

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-020-2022; and

2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Miller Maintenance, A Division of Miller Paving, for Asphalt Marking and Symbol Services in the amount of $24,465 plus applicable taxes, for consideration at the June 7, 2022 Regular Council meeting.

Background

Each year the City of Temiskaming Shores procures the services of an experienced and qualified contractor for the supply and application of Asphalt Markings and Symbols at various locations within the City of Temiskaming Shores.

The work shall consist generally of retracing existing asphalt markings comprised of directional markings, intersections, stop blocks, school crossings and accessible parking stalls.

In 2022. the tender documents were prepared and Tender PWO-RFT-006-2022 was distributed to previous and known potential bidders with closing date at 2:00 p.m. on May 18, 2022. **Appendix 01** includes the Tender Results.

Analysis

Two (2) tenders were received by the closing date.

Bidder	Tender Amount	HST	Total
Grass King Inc.	$25,817.00	$3,356.21	$29,173.21
Miller Maintenance	$24,465.00	$3,180.45	$27,645.45

Miller Maintenance has successfully completed similar projects for Temiskaming Shores and throughout Ontario and has demonstrated their ability to complete this work as intended.

The tender was analysed for errors and/or omissions and was found to be correct and complete. The tendering process was in accordance with the City's Purchasing Policy (By-Law 2017-015).

The tendered amount remains within the approved and allotted budget for roadway maintenance.

Relevant Policy / Legislation / City By-Law

- 2022 Public Works Operating Budget
- By-Law No. 2017-015, Procurement Policy

Consultation / Communication

- Consultation with City Manager and staff throughout the project
- Consultation with the Public Works Committee members

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 ☐

Alternatives

No alternatives were considered.

Submission

Prepared by:

"Original signed by"

Mitch McCrank, CET
Manager of Transportation Services

Reviewed and submitted for Council's consideration by:

"Original signed by"

Christopher W. Oslund
City Manager

Document Title: **PWO-RFT-006-2022 "Asphalt Markings / Symbols Painting"**

Closing Date:	**Wednesday, May 18, 2022**	Closing Time:	**2:00 p.m.**
Department:	**Public Works**	Opening Time:	**2:30 p.m.**

Attendees via teleconference: **705-672-2733 Ext. 4000**

City of Temiskaming Shores:

Logan Belanger, Clerk	Rebecca Kirkley, Deputy Clerk	Mitch McCrank Manager of Transportation Services
	R Kirkley	via telephone

Others (teleconference):

Nick Caldwell - Grass King	Teidra Milton-Miller Maintenance	

Submission Pricing

Bidder: Grass King

New Liskeard Subtotal	$ 17,062.00
Haileybury Subtotal	$ 8,755.00
Combined Subtotal	$ 25,817.00
HST	$ 3,356.21
Total	$ 29,173.21

Bidder:

New Liskeard Subtotal	$ 15,470.00
Haileybury Subtotal	$ 8,995.00
Combined Subtotal	$ 24,465.00
HST	$ 3,180.45
Total	$ 27,645.45

Bidder:

New Liskeard Subtotal	$
Haileybury Subtotal	$
Combined Subtotal	$
HST	$
Total	$

Bidder:

New Liskeard Subtotal	$
Haileybury Subtotal	$
Combined Subtotal	$
HST	$
Total	$

Note: All offered prices are offers only and subject to scrutiny. Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. All proponents whether successful or not will be notified of results, in writing at a later date.

Subject:	Tender Award – Grant Drive Extension	**Report No.:**	PW-021-2022
		Agenda Date:	June 7, 2022

Attachments

Appendix 01: EXP – Tender Report and Recommendation

Appendix 02: Draft Agreement (**Please refer to By-law No. 2022-101**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-021-2022; and

2. That Council directs staff to prepare the necessary By-law to enter into an agreement with Pedersen Construction (2013) Inc. for the construction of the Grant Drive Extension in the amount of $781,028.01 plus applicable taxes for consideration at the June 7, 2022 Regular Council Meeting.

Background

As a result of numerous meetings with Ministry of Transportation (MTO) representatives, in 2018 a traffic impact study was completed in the area surrounding the highway 11 and 65E corridor. This study provided the city with requirements and recommendations to mitigate traffic flow and congestion to allow for future development in this area.

Once completed, the traffic impact study was reviewed with the MTO which resulted in a commitment to enter into a 50/50 cost sharing agreement with the city for the required construction within the MTO right of way to allow for the extension of Grant Drive (Wilson Ave. to Hwy 65E). The MTO is responsible for 100% of the cost associated with the design within their right of way and the city is responsible for 100% of the cost associated with the design and construction of the Grant Drive extension.

In 2021, the MTO requested a commitment from the city that the construction of the Grant Drive extension would take place in 2022. At the Regular Council Meeting held on July 13, 2021 this commitment was approved by Council through Resolution No. 2021-298. As a result, Council approved the Grant Drive Extension as a Capital Project within the 2022 budget in the amount of $ 1,600,000.00.

At the Regular Council Meeting Held on December 21, 2021, Council approved entering into an agreement with EXP for the design, tender preparation and contract administration of the Grant Drive Extension.

Through consultation with the MTO consultant, MTO staff, EXP and city staff it was determined that it would be best if the city constructed the Grant Drive extension less asphalt in 2022 and leave closed until the MTO completes construction on Hwy 65E in 2023. This will allow for the MTO's consultant to survey the "tie in" points at Hwy 65E to ensure connection is done properly.

As a result, EXP prepared and released the required tender documents (less asphalt) for the construction of the Grant Drive Extension with a closing date of May 12, 2022.

Analysis

One submission was received as it relates to the above noted tender.

EXP reviewed the submission for completeness and provided a tender report recommending that the city enter into an agreement with Pedersen Construction (2013) Inc. for the construction of the Grant Drive Extension (less asphalt) in the amount of $781,028.01 plus applicable taxes.

Appendix 01 outline the EXP tender report and recommendation.

The paving of the Grant Drive Extension will be presented to Council as a 2023 Capital Project and would be completed in conjunction with the paving within the MTO right of way on Hwy 65E.

Relevant Policy / Legislation / City By-Law

- By-Law No. 2017-015, Procurement Policy

Consultation / Communication

- Tender – NWL-22000278 – Grant Drive Extension

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 ☐

There are sufficient funds within the 2022 Capital Budget to complete this project.

Alternatives

No alternatives were considered.

Submission

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

May 20, 2022

The Corporation of the City of Temiskaming Shores
325 Farr Drive
Haileybury, Ontario
P0J 1P0

Attention: Mr. Steve Burnett, Manager – Environmental Services

Re: "Grant Drive Extension"
Tender Report and Recommendation
Project No. NWL-22000278

Dear Mr. Burnett,

We are pleased to present our review of the Tender Results received on May 12th, 2022, for the above noted project. A total of one (1) submission package was received for the proposed work. Our review of the submission is as follows.

The tender submission was submitted and received prior to the 2:00 p.m. closing time as stated within the Tender package.

The submission received from **Pedersen Construction (2013) Inc.** was reviewed for completeness of the package. The following are our comments:

- The submission included a Bid Bond, provided by Intact Insurance Company, in the amount of ten (10) percent of the amount of the tender as required.
- The submission included an Agreement to Bond, provided by Intact Insurance Company, for one-hundred (100) percent of the amount of the tender as a Performance Bond as well as one-hundred (100) percent of the amount tendered as a Labour and Material Payment Bond, and as required.
- The Form of Tender was completed in entirely, duly signed and sealed by an authorized the signing authority.
- The Schedule of Items and Prices was reviewed and found to be mathematically correct.

The tendered price submitted by Pedersen Construction (2013) Inc. was $781,028.01 (including a 5% Contingency Allowance and excluding HST).

At this time, **we would recommend that the Corporation of the City of Temiskaming Shores consider entering into an Agreement with Pedersen Construction (2013) Inc. for the construction of the Grant Drive Extension, as defined in the EXP Project No. NWL-22000278 Tender package, at a tendered price of $781,028.01 (including contingency and excluding HST).**

Respectfully submitted,

EXP Services Inc.,

G. Douglas Walsh, C.E.T.
Team Lead – Linear Infrastructure

Distribution: Project File

Subject:	Enterprise Fleet Management Services	**Report No.:**	PW-022-2022
		Agenda Date:	June 7, 2022

Attachments

Appendix 01: City of Temiskaming Shores – Fleet Synopsis

Appendix 02 Enterprise Agreements (Full Maintenance Agreement; Maintenance Management Agreement; Master Equity Vehicle Lease Agreement)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-022-2022; and

2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Enterprise Fleet Management for light-duty fleet management services, maintenance services, and strategic planning for all of its light-duty vehicles for consideration at the June 21, 2022 Regular Council meeting.

   OR

   That Council directs staff to prepare the necessary by-law to enter into an agreement with Enterprise Fleet Management for light-duty fleet management services, maintenance services, and strategic planning for all of the existing light-duty fleet (24 vehicles) and agrees that only nine (9) light-duty vehicles will be replaced under the program on a pilot project basis for consideration at the June 21, 2022 Regular Council meeting.

   OR

   That Council directs staff to continue with the current method of Light Duty Vehicle procurements and maintenance practices.

Background

In early January 2022, Enterprise Fleet Management reached out to the City Manager and Manager of Transportation Services regarding light-duty fleet management services they provide for government entities such as the City. The service is through the Local Authority Services (LAS) Canoe Procurement Group as part of the Association of Municipalities of Ontario (AMO), which is mandated to work with municipalities to help realize lower costs through cooperative and competitive procurement efforts.

The Manager of Transportation Services and the Public Works department are responsible for the management and maintenance of all municipal fleet both light and heavy-duty vehicles, including specialized equipment such as street sweepers, dump trucks, plows, etc. Currently the Municipal fleet is comprised of 48 vehicles and pieces of equipment (plus 11 fire fleet) utilized throughout all divisions. Of those vehicles, 24 are considered light/medium duty. This includes: 2

in the Fire department, 8 in the Recreation department, 12 in the Public Works department and 2 in the Corporate Services department.

In years' past, Council and staff have utilized a Fleet Management strategy based on an 7–10-year life cycle for light duty vehicles. This approach comes with its advantages and its fair share of challenges including purchasing and maintenance concerns.

The City's intention of transitioning from the current in-house fleet management strategy into a formal Fleet Management Program for light-duty vehicles is to establish goals for fleet reliability, service delivery and stabilization of annual costs. The idea behind the Enterprise program is to analyse and maximize efficiencies in our fleet operations.

Enterprise has completed an initial no-cost or commitment analysis of our fleet and has provided information surrounding the benefits of the City making the transition to the program. City staff have also completed their due diligence into the program and have dually analysed the financials.

Analysis

The Enterprise Fleet Management system is a market-value finance (Open-ended lease) program for light duty vehicles. The program would include current vehicle analysis, acquisition, outfitting, maintenance knowledge and final sale of the vehicles. Enterprise completes ongoing evaluations with a highly qualified team and utilizes analytics to pinpoint opportunities to continually improve fleet based on the City's needs.

The Enterprise Fleet Management program has certain benefits, including items that will impact many departments throughout the City. This type of program will allow for a reduction in time spent on internal fleet management, more reliable vehicles allowing for more productivity and greater safety for staff using them, increased fuel efficiency, vehicles tailored to each department's needs, cost savings and allows for staff to focus on increased preventative maintenance of heavy duty and specialized fleet.

As part of the program, the Enterprise account managing team would meet with Transportation Services staff four times a year to review the program, trends in the market, vehicle maintenance and vehicle usage to re-evaluate the existing lease structure of each vehicle to determine if changes to the lease structure are warranted to ensure financial benefit to the City. As identified, the program is an open-ended lease structure which would allow for changes in the lease to occur at any time without any penalties.

As part of the Fleet Management program Enterprise and the City determines the optimal replacement for each vehicle based on the type of vehicle, use and mileage to ensure the lowest overall costs. Based on the municipal fleet and the usage trends, Enterprise is suggesting that vehicles are replaced every 4 to 5 years depending on the vehicle to get the best return on investment.

Enterprise has evaluated operational considerations from fuel and maintenance costs but also what we would get back on the resale of our existing and future vehicles. The proceeds of the resale can either be rolled into the acquisition price on the next new vehicle or be provided directly to the City. Rolling the proceeds of the existing vehicle into the cost of the next acquisition makes

the most sense from a reduction in cash outlay and results in the lowest average monthly cost, providing the highest market value and maintaining high reliability/safety of the fleet.

Based on the financial and benefits of the Enterprise Fleet Management Program it is recommended that the City transition to the Enterprise program beginning in 2022-2023 as a pilot program including a smaller number of our fleet, instead of committing it entirely. To start, it was indicated the City can switch over 9 vehicles during this first wave of the program and analyse the program within that first year. After that date, the City can make the commitment to stay in the program or revert back to our current replacement plan.

Financial Review in Conjunction with the Treasurer

The goal of this program is to streamline Fleet management and maintenance costs but a thorough financial review was required to make sure the City is proceeding with significant insight into our current and proposed replacement plans.

Following recommendation from the Corporate Services Committee, the Treasurer has reviewed the proposed Enterprise Fleet Management program and has consulted with municipalities who are currently on the program. Financial impacts, benefits and potential risks were discussed at the last Corporate Services Committee meeting and are summarized below.

Financial Impact

Upon review of the City's historical small fleet purchases, it was noted that all small fleet purchases made between 2019 – 2022 were non-financed. The proposed Enterprise Fleet Management program includes interest (Canadian Bond Rate + 3%). The interest expense on a 5-year lease term for a pick-up truck is estimated at $8,000.

When considering the estimated equity at the end of the proposed term, less the interest expense, the net gain per vehicle is estimated at $9,500. Any damages to fleet are not covered in the terms of the lease which could affect the equity at the end of the term.

Benefits and Risks

The potential impact to local businesses and dealerships was an item of concern for the committee. It has been confirmed that Enterprise would be responsible for coordinating and scheduling any maintenance work required and that this business would remain in the community with certified local shops.

Moving to a leasing model would allow the City to convert to more energy efficient vehicles thus reducing maintenance costs and downtime as well as improving fuel efficiency. Savings would also be realized in terms of staff time and the administrative burden associated with fleet management. The City would also benefit from Enterprise's expertise in asset management especially in terms of marketability.

A few risks were identified during the review. Seeing as the interest rates are tied to a government rate, it is basically a variable rate. Since interest rates are currently increasing, this could be unfavourable and mean greater interest expenses. As previously noted, damages are not included in the terms of the lease which could potentially affect equity at the end of the term. Should the City wish to purchase a vehicle at the end of the term, there would not be a bargain purchase option.

Other Considerations

The City's current replacement cycle is generally after 7 years however, this cycle could be shortened in an effort to increase equity upon trade-in.

In terms of the Enterprise Fleet Management Program there will be a formal agreement to begin the process, but no length of term required or financial commitment. If at any time Council feels they no longer need the services of Enterprise, notice of termination shall be given and the vehicles acquired through Enterprise are ultimately the City's vehicles which means the City can decide to either buy out the remaining book balance on the vehicle and continue to run it as we do today or Enterprise can sell the vehicle for the City and cut a cheque to the City from harvesting the equity. The City will work with Enterprise on updating our fleet, which for a one time fee of $400/vehicle (built into the costs presented), Enterprise will transport, clean and recondition the vehicle then sell it on our behalf using Enterprise's infrastructure which applies to not just vehicles acquired through Enterprise but currently owned vehicles. The City owns 100% of the equity in the vehicles.

Recommendation from the Corporate Services Committee

The Treasurer, with the support of the Corporate Services Committee recommends moving to a leasing model with a portion of the fleet (9) versus the entire fleet. This would allow the City to try the program and evaluate the savings and benefits. The City may want to consider replacing some of the fleet with hybrid or electric vehicles and have yet to evaluate whether those vehicles should be purchased or leased. Enterprise did not have data or analysis available for those types of vehicles at this time.

Should Council approve a pilot project, based on the replacement of nine vehicles vs. full replacement of all light-duty vehicles, the Manager of Transportation Services would recommend all of the light-duty fleet be included in the maintenance part of the program due to staffing limitations (i.e. mechanics) at a cost of $10 per month per vehicle.

This item has been approved in the current budget:	Yes ☐	No ☐	N/A ☒
This item is within the approved budget amount:	Yes ☐	No ☐	N/A ☒

The City will not be billed by Enterprise until the first vehicles start arriving at our location. Therefore, cost associated with this program may be seen near the end of 2022 or more into the beginning of 2023, at which point it will be budgeted for. When a vehicle does arrive, the sale of the old vehicle will most likely outweigh the monthly costs associated with the lease structure.

Relevant Policy / Legislation / City By-Law

- Fleet Replacement Plan
- Asset Management Plan
- By-Law No. 2017-015, Procurement Policy

Consultation / Communication

- Consultation with City Manager, City Treasurer, Transportation Superintendent and Public Works Staff throughout the project

- AMO LAS Procurement Services

- Consultation with the Township of Clearview Deputy Director of Public Works, Dan Perreault.
    - Spoke with Dan regarding his involvement with the Enterprise Program.
    - *"Enterprise has done everything they said they were going to do"*

- Consultation with other Municipalities using the program including the Municipality of Meaford, the Town of Blue Mountains, and the City of Sudbury.

- Communication with local mechanic shops, regarding maintenance programs.

- Consultation with both the Public Works Committee and Corporate Services Committee.

Recommendation PW-2022-022

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee hereby recommends that Council consider the Enterprise Fleet Management Program to standardize and improve management of fleet services of City-owned light-duty vehicles.

CARRIED

Recommendation CS-2022-036

Moved by: Mayor Kidd

Be it resolved that:

The Corporate Services Committee hereby supports the recommendation to move a portion of the light-duty fleet vehicles into an agreement with Enterprise Fleet Management Program.

CARRIED

- Enterprise Presentation at the April 19th Regular Council Meeting.

Alternatives

Maintain the existing management and maintenance of the light-duty fleet inhouse.

Submission

Prepared by:	Reviewed and Prepared by:	Reviewed and submitted for Council's consideration by:
"Original signed by"	*"Original signed by"*	*"Original signed by"*
Mitch McCrank, C.E.T. Manager of Transportation Services	Stephanie Leveille Treasurer	Chris Oslund City Manager

enterprise

FLEET MANAGEMENT

City of Ville de Temiskaming Shores

Dymond Haileybury New Liskeard

City Of Temiskaming Shores

CONFIDENTIAL AND PROPRIETARY

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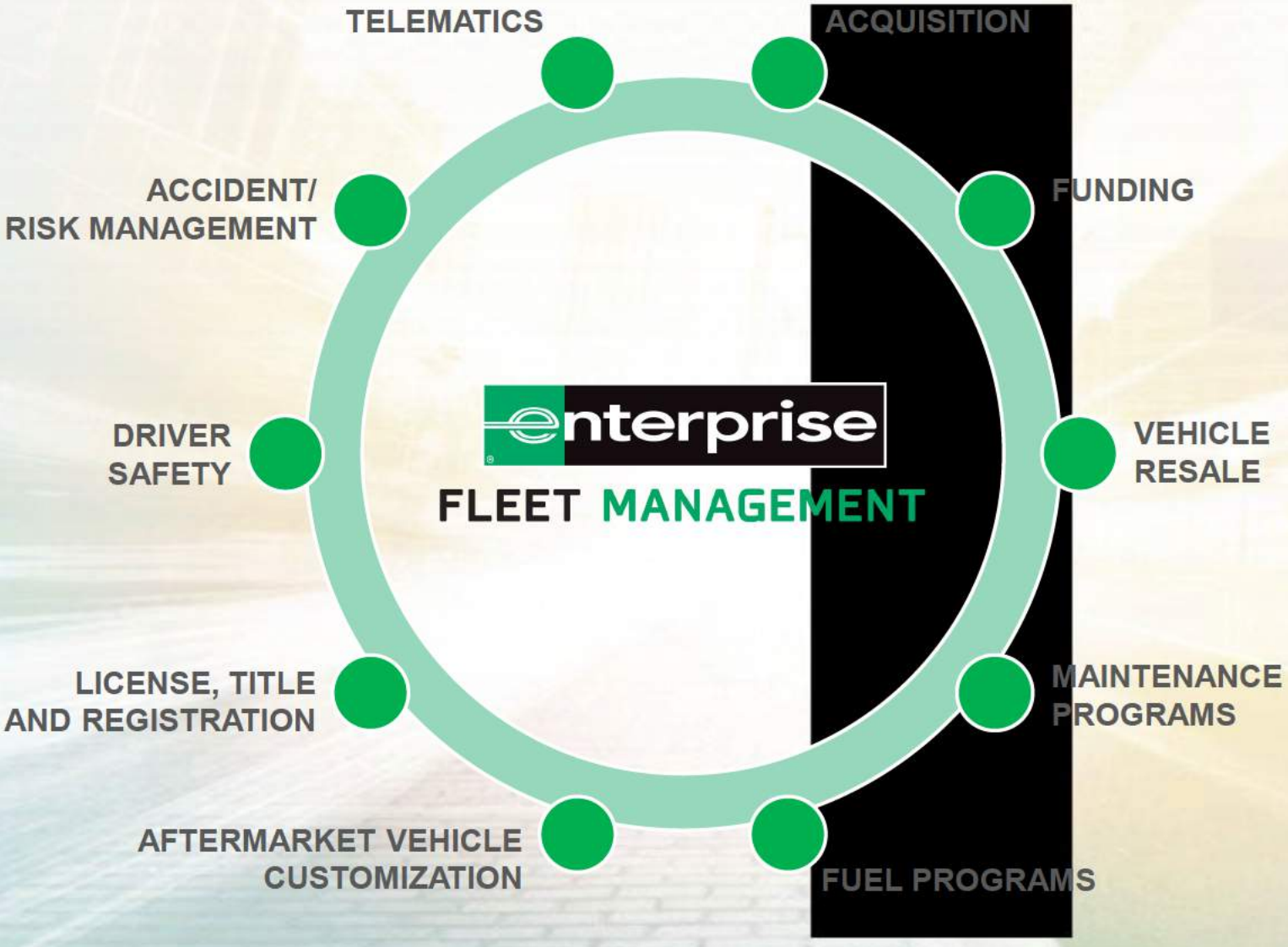
DELIVERING SOLUTIONS. DRIVING RESULTS.



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Local Government References

canoe procurement group of canada

LAS AMO Business Services

enterprise FLEET MANAGEMENT

Town of Lincoln

Kingston

Town of The Blue Mountains

Municipality of Meaford

Algonquin Forestry Authority

Greater Grand Sudbury

Clearview

North Grenville

Enterprise Fleet Management is partnered with over 1,600 government organizations across North America

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*Vehicle Type	*Year	*Make	*Model	*VIN	*Current Odometer	Annual Mileage
1/2 Ton Pickup Ext 4x2	2010	Chevrolet	Silverado 1500	[redacted]	128,763	10,440
1/2 Ton Pickup Ext 4x4	2011	Chevrolet	Silverado 1500	[redacted]	132,589	11,699
Compact SUV 4x4	2014	Ford	Escape	[redacted]	96,331	11,676
Compact SUV 4x4	2014	Chevrolet	Equinox	[redacted]	98,295	11,915
1/2 Ton Pickup Ext 4x4	2015	Chevrolet	Silverado 1500	[redacted]	85,625	11,810
1/2 Ton Pickup Quad 4x4	2015	Chevrolet	Silverado 1500	[redacted]	104,021	14,348
1/2 Ton Pickup Reg 4x4	2015	Chevrolet	Silverado 1500	[redacted]	140,073	19,320
1 Ton Cab Chassis	2016	Ford	E-350 Cutaway	[redacted]	28,382	4,541
1/2 Ton Pickup Reg 4x4	2016	Chevrolet	Silverado 1500	[redacted]	78,541	12,567
1/2 Ton Pickup Reg 4x4	2016	Chevrolet	Silverado 1500	[redacted]	81,646	13,063
1/2 Ton Pickup Reg 4x4	2016	Chevrolet	Silverado 1500	[redacted]	85,170	13,627
1/2 Ton Pickup Reg 4x4	2016	Chevrolet	Silverado 1500	[redacted]	142,936	22,870
Med Duty Cab Chassis	2016	Chevrolet	Express Cutaway	[redacted]	62,107	9,937
1 1/2 Ton Cab Chassis	2017	Ford	F-550 Chassis	[redacted]	51,310	9,773
1/2 Ton Pickup Quad 4x4	2017	Chevrolet	Silverado 1500	[redacted]	56,604	10,782
1/2 Ton Pickup Quad 4x4	2017	Chevrolet	Silverado 1500	[redacted]	56,914	10,841
1/2 Ton Pickup Reg 4x4	2017	Chevrolet	Silverado 1500	[redacted]	79,089	15,065
1/2 Ton Pickup Reg 4x4	2017	Chevrolet	Silverado 1500	[redacted]	182,922	34,842
3/4 Ton Pickup Reg 4x4	2017	Chevrolet	Silverado 2500HD	[redacted]	56,483	10,759
1/2 Ton Pickup Reg 4x2	2018	Chevrolet	Silverado 1500	[redacted]	44,547	10,482
3/4 Ton Pickup Quad 4x2	2018	Chevrolet	Silverado 2500HD	[redacted]	31,414	7,392
3/4 Ton Pickup Quad 4x4	2018	Chevrolet	Silverado 2500HD	[redacted]	34,657	8,155
1/2 Ton Pickup Reg 4x4	2019	Ford	F-150	[redacted]	30,083	9,256
3/4 Ton Pickup Reg 4x4	2020	Chevrolet	Silverado 2500HD	[redacted]	20,949	9,669

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BEST IN-CLASS ANALYSIS

	2022 Chevrolet Silverado 1500 LTD Work Truck 4x4 Double Cab 6.6 ft. box 147.4 in. WB CK18753	2022 Ford F-150 XL 4x4 SuperCab 6.5 ft. box 145 in. WB X1E	2022 RAM 1500 Tradesman 4x4 Quad Cab 140.5 in. WB DT6L41	2022 Toyota Tundra SR 4dr 4x4 Double Cab 6.5 ft. box LA5DAT	2022 Honda Ridgeline EX-L All-Wheel Drive Crew Cab 5.25 ft. box 125.1 in. WB YK3F5NJN
Vehicle Type	1/2 Ton Pickup	1/2 Ton Pickup	1/2 Ton Pickup	1/2 Ton Pickup	Compact Pickup
Engine	2.7L Turbo	3.3L V6 PFDI	3.6L Pentastar VVT V6 w/eTorque	3.5L Twin Turbo V6 Intercooled	3.5L 24V SOHC i-VTEC V6
L/100 km City	13	11	12	14	12
L/100 km Highway	13	11	10	14	12
Acquisition Cost	$41,850	$45,248	$47,784	$50,180	$50,668
Total Actual Depreciation	$14,830	$17,448	$18,864	$26,571	$25,883
Total Fuel Cost	$12,833	$10,708	$10,708	$13,342	$12,094
Total Maintenance Cost	$3,512	$3,664	$3,434	$3,977	$3,829
Monthly Depreciation	$627.75	$678.73	$716.76	$752.70	$760.02
Monthly Management Fee	$41.85	$45.25	$47.78	$50.18	$50.67
Monthly Interest	$97.29	$105.03	$110.80	$116.25	$117.36
Monthly GST/HST Tax	$0.00	$0.00	$0.00	$0.00	$0.00
Monthly PST Tax	$0.00	$0.00	$0.00	$0.00	$0.00
Monthly Payment with Tax	$766.89	$829.01	$875.34	$919.13	$928.05
Lease Term	60 Months	60 Months	60 Months	60 Months	60 Months
Holding Period	5 Years	5 Years	5 Years	5 Years	5 Years
Annual Kilometers	12,900	12,900	12,900	12,900	12,900
Cost per km	$0.65	$0.67	$0.69	$0.87	$0.84
RBV at Term	$4,185	$4,525	$4,778	$5,018	$5,067
Expected Sales Price at Holding End	$27,020	$27,800	$28,920	$23,608	$24,785
Estimated Equity at Term	$22,835	$23,275	$24,142	$18,590	$19,719

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ACQUISITION

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LAS AMO Business Services

enterprise FLEET MANAGEMENT

- Factory Ordering
- Infrastructure On Stock
- Incentive Strategy
- Order Timing
- Aftermarket Process & Logistics

Vehicle Price Increases Within Model Years

Throughout the model year, invoice prices can increase up to four times.

LAST YEAR ALONE, ENTERPRISE FLEET MANAGEMENT COLLECTED

$55 MILLION

IN MANUFACTURER INCENTIVES FOR CLIENTS.

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WHAT FACTORY ORDERING MEANS TO YOU

Vehicle: [Retail] 2021 Chevrolet Silverado 1500 (CK10903) 4WD Reg Cab 140" Work Truck (Complete)

—	Federal air conditioning excise tax	$100.00
	SUBTOTAL	**$37,708.00**
	Adjustments Total	$0.00
	Total Tax	$100.00
	Destination Charge	$1,950.00
	TOTAL PRICE	**$39,758.00**

FUEL ECONOMY

Est City:15.8 L/100 km

Est Highway:11.9 L/100 km

Est Highway Cruising Range:890.18 km

2021 Chevrolet Silverado 1500 Work Truck 4x4 Regular Cab 8 ft. box 139.6 in. WB - CA

Series ID: CK10903

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$ 33,385.00	$ 36,248.00
Total Options	$ 1,268.00	$ 1,460.00
Destination Charge	$ 1,950.00	$ 1,950.00
Total Price	**$ 36,603.00**	**$ 39,658.00**

Unit #

Year 2021 **Make** Chevrolet **Model** Silverado 1500

Series Work Truck 4x4 Regular Cab 8 ft. box 139.6 in. WB

Vehicle Order Type Ordered **Term** 36 **Province/State** ON **Customer#** 6

$ 33,001.09		Capitalized Price of Vehicle[1]
$ 0.00	*	Sales Tax 0.0000% **Prov.** ON
$ 0.00	*	Initial License Fee
$ 0.00		Registration Fee
$ 0.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 33,001.09		Total Capitalized Amount (Delivered Price)

Through Enterprise, we would have saved City of Temiskaming $6,756.91

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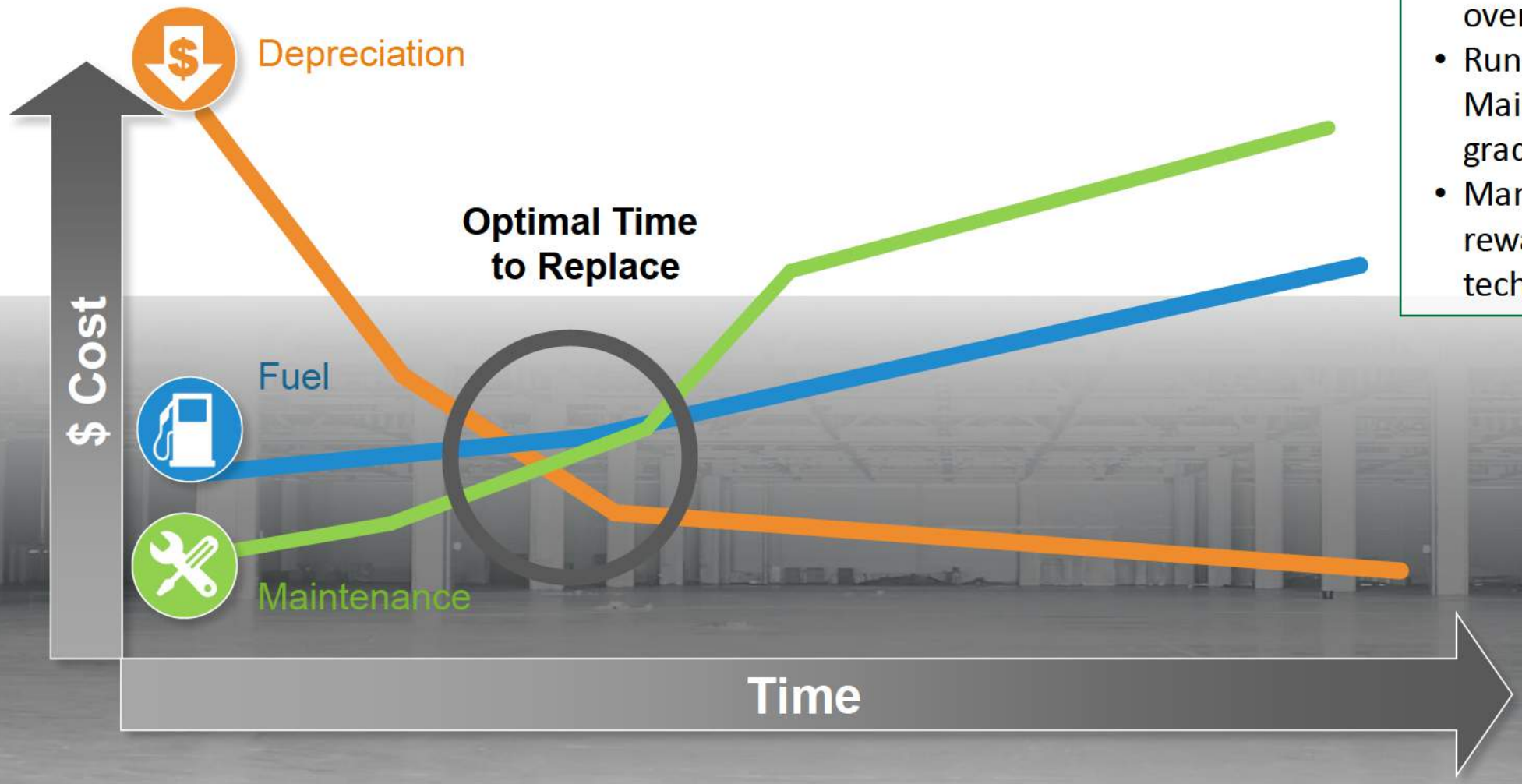
EFFECTIVE VEHICLE LIFECYCLE



Key Observations

- Depreciation/year declines over time
- Running costs of Fuel and Maintenance increase gradually over time
- Mandated fuel efficiencies reward staying on technology wave

MONTHLY COST ANALYSIS – ½ Ton

2022 Chevrolet Silverado 1500 Work Truck 4x4 DoubleCab 6.6 foot box 13,000 KMs/Year									
Vehicle Age (months)	Total KMs	Est. Market Value	Avg. Monthly Depr.	Avg. Monthly Maint.	Avg. Monthly Fuel	Avg. Monthly Downtime	Avg. Monthly Cost	Rolling Avg. Monthly Cost	**Recommended Cycle Indicator**
0	0	$41,850							
12	13,000	$34,281	$630.75	$6.33	$211.25	$3.00	$851.33	$851.33	
24	26,000	$30,024	$354.75	$14.25	$212.33	$6.75	$588.08	$719.71	
36	39,000	$27,837	$182.25	$28.08	$213.50	$13.33	$437.17	$625.53	
48	52,000	$25,380	$204.75	$34.50	$215.25	$16.33	$470.83	$586.85	LOWEST COST
60	65,000	$24,318	$88.50	$202.92	$217.08	$96.08	$604.58	$590.40	CYCLE NOW
72	78,000	$20,113	$350.42	$64.17	$219.50	$26.00	$660.08	$602.01	
84	91,000	$17,039	$256.17	$79.58	$222.67	$33.33	$591.75	$600.55	
96	104,000	$14,112	$243.92	$113.67	$226.75	$50.00	$634.33	$604.77	

[redacted]

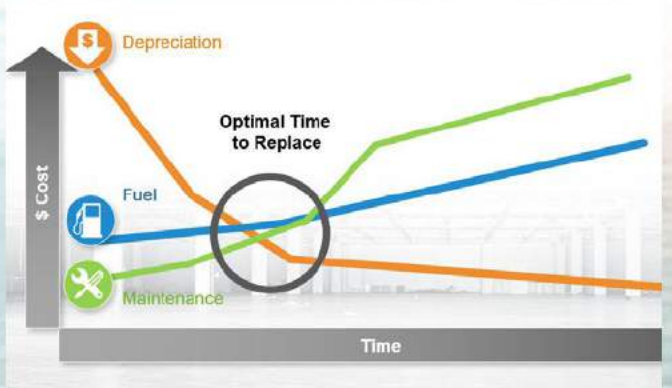
New / Used | Year: 2021 | Make: Chevrolet | Model: Silverado 1500 | Trim: WT | Style: Double Cab SWB 4WD

Wholesale | Retail | Add/Deducts | Residuals | Industry

	12	24	36	48	60
Base Residual	40300	34650	31300	27650	25550
Add/Deduct(+/-)	-2750	-2550	-2350	-2150	-1950
KM Adjust(+/-)	540	1260	1980	2700	3420
Total Residual	38090	33360	30930	28200	27020

Region: Ontario | Kilometres: 12900 | Term | Annual Kilometres | Calculate

$2000 in Aftermarket
Back Racks | Equipment



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FUNDING OPTIONS

Enterprise FLEET MANAGEMENT

$40,000 Pi[redacted]ruck

16 Vehicles

1 Option — Pay-Cash

$40,000 in Year 1

1	2	3	4	5

2 Vehicles

2 Option — Finance

$8,000 in Each Year

1	2	3	4	5

10 Vehicles

3 Option — Market-Value Finance

5,000 in Each Year

1	2	3	4	5

No KM Penalty's

No Damage provisions

All Equity goes to City

If you had a $80,000 annual fleet budget, [redacted]vehicles could you acquire?

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City of Temiskaming Shores - Fleet Profile

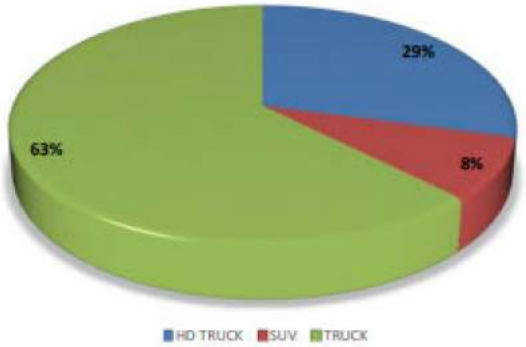
Fleet Profile / Fleet Replacement Schedule

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2022	2023	2024	2025	2026	Under-Utilized
Compact SUV 4x4	2	8.2	11,900	0	2	0	0	0	0
1/2 Ton Pickup Reg 4x2	1	4.2	10,700	0	0	0	0	1	0
1/2 Ton Pickup Reg 4x4	8	5.7	17,800	1	2	3	1	1	0
1/2 Ton Pickup Ext 4x2	1	12.3	10,500	1	0	0	0	0	0
1/2 Ton Pickup Ext 4x4	2	9.2	11,900	1	1	0	0	0	0
1/2 Ton Pickup Quad 4x4	3	5.8	12,200	0	1	0	2	0	0
3/4 Ton Pickup Reg 4x4	2	3.6	10,500	0	0	0	1	1	0
3/4 Ton Pickup Quad 4x2	1	4.2	7,500	0	0	0	0	1	0
3/4 Ton Pickup Quad 4x4	1	4.2	8,300	0	0	0	0	1	0
1 Ton Cab Chassis	2	6.2	7,300	0	0	2	0	0	0
1 1/2 Ton Cab Chassis	1	5.2	9,900	0	0	0	1	0	0
Totals/Averages	24	6.1	12,900	3	6	5	5	5	0

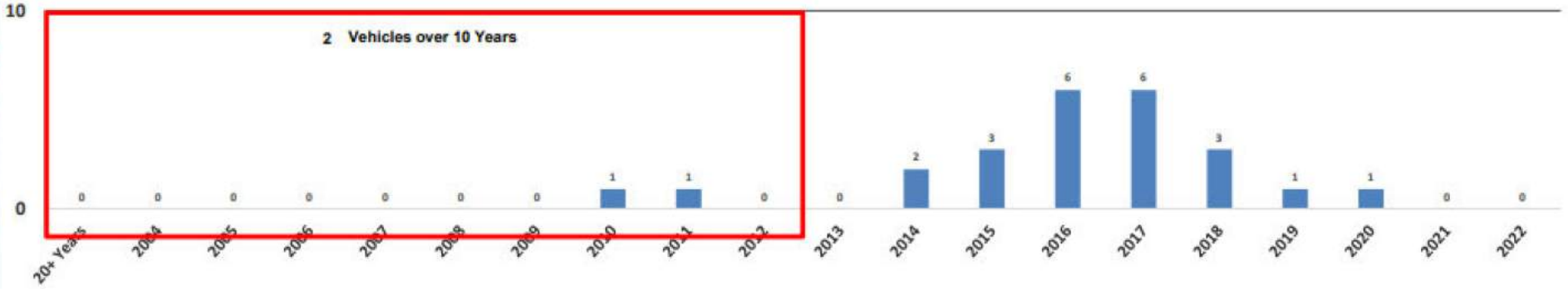
Replacement Criteria

* Fiscal Year 2022 = 10 years old and older, or odometer over 160,000
* Fiscal Year 2023 = 7 years old and older, or odometer over 130,000
* Fiscal Year 2024 = 6 years old and older, or odometer over 100,000
* Fiscal Year 2025 = 5 years old and older, or odometer over 70,000
* Fiscal Year 2026 = Remaining Vehicles
* Underutilized = Annual Mileage less than 4,000

Vehicle Types



Model Year Analysis



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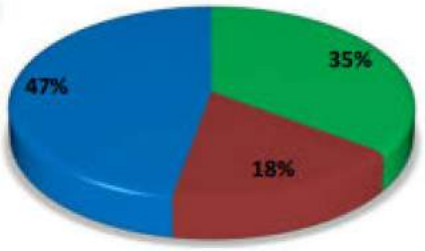
10 Years Savings

City of Temiskaming Shores - Fleet Planning Analysis

Current Fleet	24	Fleet Growth	0.00%	Proposed Fleet	24
Current Cycle	8.73	Annual KM	12,900	Proposed Cycle	5.00
Current Maint.	$161.25			Proposed Maint.	$73.24
Maint. Cents Per KM	$0.15	Current L/100KM	20	Price/Liter	$1.50

Fleet Costs Analysis

	Fleet Mix					Fleet Cost						Annual
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	24	2.8	24	0	124,489	0	-10,000		46,440	92,880	253,809	0
'22	24	3	21	3	0	26,679	-6,000		43,272	90,558	154,509	99,301
'23	24	6	15	9	0	75,202	-24,000		36,935	85,914	174,051	79,758
'24	24	5	10	14	0	124,690	-35,000		31,655	82,044	203,389	50,420
'25	24	5	5	19	0	179,149	-50,000		26,375	78,174	233,698	20,112
'26	24	5	0	24	0	231,198	-62,500	-51,195	21,094	74,304	212,902	40,908
'27	24	3	0	24	0	231,198		-93,779	21,094	74,304	232,818	20,992
'28	24	6	0	24	0	231,198		-87,692	21,094	74,304	238,905	14,904
'29	24	5	0	24	0	231,198		-112,315	21,094	74,304	214,281	39,528
'30	24	5	0	24	0	231,198		-115,516	21,094	74,304	211,080	42,729
'31	24	5	0	24	0	231,198		-51,195	21,094	74,304	275,402	-21,592
									10 Year Savings			$387,059
									Avg. Sustainable Savings			$19,312



Current Fleet Equity Analysis

YEAR	2022	2023	2024	2025	2026	Under-Utilized
QTY	3	6	5	5	5	0
Est $	$2,000	$4,000	$7,000	$10,000	$12,500	$0
TOTAL	$6,000	$24,000	$35,000	$50,000	$62,500	$0
			Estimated Current Fleet Equity**		$177,500	

* Lease Rates are conservative estimates

**Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection

Lease Maintenace costs are exclusive of tires unless noted on the lease rate quote.

KEY OBJECTIVES

Lower average age of the fleet

8% of the current light and medium duty fleet is over 10 years old

Resale of the aging fleet is significantly reduced

Reduce operating costs

Newer vehicles have a significantly lower maintenance expense

Newer vehicles have increased fuel efficiency with new technology implementations

Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets

Currently vehicle budget is underfunded

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Thank you

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RESOURCES

Fleet Technology

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Customer Website

- Visibility and tracking of vehicle data
- Customized dashboards with reporting
- Real-time alerts
- Simplify accounting processes with vehicle descriptors

Fleet Planning Tool Kit

- EFM compares vehicles side-by-side
- Purchase the right vehicle at the right price
- Total cost analysis

Annual Client Review

- Web based solution to evaluate the prior year's performance
- Analyze all fleet costs
- Develop future strategies

View the customer website!

TOP 100 COMPANIES

InformationWeek Elite 100

InformationWeek's "Elite 100" list honoring the top U.S. companies for innovative and creative information technology programs.

2016 GOLD STEVIE® WINNER AMERICAN BUSINESS AWARDS

Most Innovative Company of the Year

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VEHICLE DISPOSAL

enterprise
FLEET MANAGEMENT

700 DEDICATED REMARKETING EMPLOYEES

150 REMARKETING LOTS IN NORTH AMERICA

IN 2020, ENTERPRISE **SOLD OVER 1,100,000** VEHICLES.

- AUCTION 15%
- DIRECT TO DEALER 85%

19,000+ UNIQUE BUYERS

COMMERCIAL SALES EXCEEDED AT AN AVERAGE OF **109.4% OVER BLACK BOOK (CVI).**

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Real-world benefits of crash avoidance technologies

HLDI and IIHS study the effects of crash avoidance features by comparing rates of police-reported crashes and insurance claims for vehicles with and without the technologies. (April 2019)

Forward collision warning

- ↓ 27% Front-to-rear crashes
- ↓ 20% Front-to-rear crashes with injuries
- ↓ 9% Claim rates for damage to other vehicles
- ↓ 16% Claim rates for injuries to people in other vehicles

Forward collision warning plus autobrake

- ↓ 50% Front-to-rear crashes
- ↓ 56% Front-to-rear crashes with injuries
- ↓ 13% Claim rates for damage to other vehicles
- ↓ 23% Claim rates for injuries to people in other vehicles

Lane departure warning

- ↓ 11% Single-vehicle, sideswipe and head-on crashes
- ↓ 21% Injury crashes of the same types

Blind spot detection

- ↓ 14% Lane-change crashes
- ↓ 23% Lane-change crashes with injuries
- ↓ 7% Claim rates for damage to other vehicles
- ↓ 8% Claim rates for injuries to people in other vehicles

Rear automatic braking

- ↓ 78% Backing crashes (when combined with rearview camera and parking sensors)
- ↓ 12% Claim rates for damage to the insured vehicle
- ↓ 30% Claim rates for damage to other vehicles

Rearview cameras

- ↓ 17% Backing crashes

Rear cross-traffic alert

- ↓ 22% Backing crashes

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FLEET MANAGEMENT

FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement ("Agreement") is entered into as of the _____day of _____ by and between Enterprise Fleet Management Canada, Inc. ("Enterprise"), and_____("Lessee").

1. TERM AND TERMINATION. The term of this Agreement shall apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)") and shall take effect upon delivery of the Covered Vehicle to Lessee and shall continue for month to month thereafter for each Covered Vehicle until terminated as set forth herein ("Term"). Enterprise and Lessee shall each have the right to terminate this Agreement effective as of the last day of any month with respect to any or all of the Covered Vehicles upon providing not less than sixty (60) days prior written notice to the other party. The termination of this Maintenance Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations which have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, or that continue to apply to Covered Vehicles not subject to termination, and in all of the aforesaid situations, such rights and obligations shall continue to be governed by the terms of this Agreement.

2. VEHICLE REPAIRS AND SERVICE. Enterprise agrees that, during the Term, for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, Enterprise will pay for or reimburse Lessee for Lessee's payment of all costs and expenses incurred in connection with the maintenance or repair of such Covered Vehicle. This Agreement does not cover and Lessee shall remain responsible for and pay for (a) fuel, (b) oil and other fluids or filter between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which are installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle), (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, Act of God, an object striking a Covered Vehicle, improper use or operation of a Covered Vehicle (including, without limitation, violating applicable laws, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain a Covered Vehicle as recommended by the manufacturer, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles, (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement, or (iii) front axle alignment, or (l) maintenance or repairs in province locations where maintenance costs exceed the Canadian national average cost by 20% or greater. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary maintenance, work, services or repairs (collectively, the "Services") performed by a reputable service facility acceptable to Enterprise. In every case, if the cost of such Services will exceed $75.00, Lessee must obtain Enterprise's written consent and instructions as to where and the extent to which such Services will be performed. Lessee agrees to furnish Enterprise with an invoice for all Services to a Covered Vehicle accompanied by a copy of the shop or service order which must disclose the measured odometer reading in kilometres. Enterprise shall not be obligated to pay for any unauthorized charges or those exceeding $75.00 for Services relating to any Covered Vehicle unless Lessee has complied with this Agreement. Enterprise shall not have any responsibility to pay for any Services in excess of the services recommended by the manufacturer, unless otherwise agreed to by Enterprise. Notwithstanding any provision of this Agreement to the contrary, Enterprise is not required to provide or pay for any Services relating to any Covered Vehicle when the odometer reads 160,000 kilometres or greater.

3. ENTERPRISE CARDS: Enterprise may, at its option, provide Lessee with an authorization card (the "Enterprise Card") for use in authorizing the payment of charges incurred in connection with the Services of the Covered Vehicles. Lessee agrees to be liable to Enterprise for, and upon receipt of a monthly or other statement from Enterprise, Lessee agrees to promptly pay to Enterprise, all charges made by or for the account of Lessee with the Enterprise Card (other than any charges which are the responsibility of Enterprise under the terms of the Master Lease Agreement or this Agreement). Enterprise reserves the right to change the terms and conditions for the use of the Enterprise Card at any time. The Enterprise Card remains the property of Enterprise and Enterprise may revoke Lessee's right to possess or use the Enterprise Card at any time. Upon the termination of this Maintenance Agreement relating to any or all Covered Vehicles, or upon demand by Enterprise, Lessee must return the Enterprise Card to Enterprise. The Enterprise Card is non-transferable.

4. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and shall be due and payable in advance on the first day of each month. Any monthly maintenance fee or other amount owed by Lessee to Enterprise under this Agreement which is not paid within 20 days after its due date will accrue interest from the date due until paid in full at a rate per annum equal to the lesser of: (i) 18% per annum, or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth in the applicable Schedule allows the number of kilometres per month as set forth in the same Schedule. Lessee agrees to pay Enterprise at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an excess kilometre charge fee for any kilometres in excess of this permitted kilometre amount per month as set forth in the same Schedule.

5. NO WARRANTIES. Lessee acknowledges that Enterprise does not perform Services on the Covered Vehicles but rather Enterprise arranges for Services on the Covered Vehicles to be performed by third parties. ENTERPRISE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, WORK, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION, WARRANTY OR CONDITION AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH

SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, WORK, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS MAINTENANCE AGREEMENT OR ANY OTHER AGREEMENT, INCLUDING BUT NOT LIMITED TO THE PAYMENT TO ENTERPRISE OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

6. MISCELLANEOUS. Any term, condition or provision of this Agreement which is or shall be deemed to be void, prohibited or unenforceable shall be severable herefrom and ineffective to the extent of being void, prohibited or unenforceable but shall not affect the validity of any other term, condition or provision all of which shall remain in full force and effect. This Agreement shall be deemed to have been made in the Province of Ontario, and shall be governed by, construed under, and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to any conflict of laws principles. It is the express wish of the Parties that this Agreement and any related documents and notices be drawn up in English. Ce Contrat et les documents et avis y afférant sont rédigés et exécutés en anglais à la demande expresse des parties. The Lessee shall, at the request of the Lessor, execute such other agreements, documents and instruments in connection with the Lease as the Lessor may reasonably require.

IN WITNESS WHEREOF, Enterprise and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

Lessee:	_____	Enterprise:	Enterprise Fleet Management Canada, Inc.
Signature:	_____	Signature:	_____
By:	_____	By:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____
Date Signed:	_____, _____	Date Signed:	_____, _____

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enterprise
FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AGREEMENT

This Agreement is entered into as of the_____day of_____, by Enterprise Fleet Management Canada Inc. ("EFM"), and ("Company").

WITNESSETH:

1. EFM CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over $100, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non- maintenance related cause (including glass claims), these matters will be referred to the Lessee's Fleet Manager. If Lessee prefers that EFM handle the damage repair, Lessee agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to $125.00 per claim and lessee agrees to reimburse for repairs as outlined in this agreement. If the lessee desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Lessee.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

5. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

6. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective five (5) days after deposit in the Canadian mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

7. **FEES:** EFM will charge the Company for the service under this Agreement $10.00 per month per Card.

8. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the Province of Ontario (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management Agreement as of the day and year first above written.

Company:	_____	EFM:	Enterprise Fleet Management Canada, Inc.
Signature:	_____	Signature:	_____
By:	_____	By:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____
Date Signed:	_____, _____	Date Signed:	_____, _____

enterprise

FLEET MANAGEMENT

MASTER EQUITY VEHICLE LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this_____ day of _____, by and between Enterprise Fleet Management Canada, Inc. ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES:

(a) Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles ("Vehicle(s)") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the leases and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Lease Agreement and the various Schedules and addenda to this Master Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the lease and other payments due with respect to the Vehicle. The terms contained in each Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. This Agreement is a lease only and Lessor will at all times remain the owner of the Vehicles and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable provincial or territorial income tax purposes with Lessor having all benefits of ownership. Notwithstanding the above, the Lessee hereby grants to the Lessor a security interest in the Vehicle(s) and any replacements, attachments, additions, or accessories thereto or proceeds thereof.

(b) This Section 1(b) will apply only when a Vehicle is located or is deemed by law to be located in the Province of Québec. The laws of the Province of Québec will apply to this Agreement. This Agreement shall constitute, in the Province of Québec, either (i) a master lease agreement as defined by the conjunction of Article 1851 and following and 2961.1 of the *Civil Code of Québec* ("CCQ"), or (ii) a master leasing agreement as defined by the conjunction of Articles 1842 and following and Article 2961.1 of the CCQ. It is the intention of the parties that the rights of the Lessor hereunder be subject to a single registration pursuant to Article 2961.1 of the CCQ. For the purposes of registration of a global one-time registration of this Agreement, "Vehicle" shall refer to and include the universality of all present and future vehicles together with all replacements, parts, repairs, additions, attachments, wiring, cabling, operating software, licences, and accessories incorporated which the Lessee requests the Lessor to lease to it from an existing fleet owned by Lessor or, in certain circumstances, to purchase for the purposes of Lessor leasing the same to Lessee, described in any Schedule. Where this Agreement is a master leasing agreement, in accordance with Article 1842 of the CCQ, Lessee acknowledges that the Vehicles have been acquired by the Lessor, or will be acquired by Lessor from one or more third persons at the demand of and in accordance with Lessee's instructions. Lessee further acknowledges that Lessor has disclosed or will disclose to any such third person the contract of leasing in the deed of purchase, purchase order or otherwise, in accordance with Article 1844 of the CCQ.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule. The non-cancelable minimum Lease term for each Scheduled Vehicle is 367 days. Thereafter, the Lease Term may be renewed monthly for the lesser of the Maximum Lease term (autos: 50 months; light trucks: 60 months; and medium-duty trucks: 60 months) or the amortization term set in the respective Vehicle Schedule. Any termination prior to the end of term as specified in the Lease Schedule is subject to all of the provis ions defined in Section 3 – Rent and other Charges.

3. LEASE PAYMENTS AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor the lease payments according to the Schedules and this Agreement. The lease payments will be in the amount listed as the "Total Monthly Lease Payments Including Additional Services" on the applicable Schedule and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly lease payments will begin on the first day of the next month. In addition to the monthly lease payments, Lessee agrees to pay Lessor a pro-rated lease charge for the number of days that the Delivery Date precedes the first monthly lease payment date. A portion of each monthly lease payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly lease payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees will be recalculated in accordance with the Rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) As an incentive to the customer to maintain the Value of the Vehicles by good maintenance, repair and careful use during the Lease Term, the parties agree that the enhancement or reduction in value shall be compensated as follows:

Lessor agrees to pay Lessee within thirty (30) days after the end of the Term for each Vehicle, a refund of rent equal to the excess, if any, of the wholesale Value of such Vehicle as determined by Lessor in good faith over the Book value of such Vehicle.

Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the difference, if any, of the Book Value of such Vehicle over the wholesale value of such Vehicle as determined by Lessor in good faith.

However, if the Net Proceeds are less than the Guaranteed Residual (defined below), this rental charge is limited to the amount of the difference between the Guaranteed Residual and the Book Value. The Guaranteed Residual is 20% of the Delivered Price at the end of the m inimum lease term and thereafter, 20% of the Book Value as of the end of the prior month. The Guaranteed Residual does not apply to Vehicles that have been subject to damage or any abnormal or excessive wear and tear (as determined by Lessor in good faith).

The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by

Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any monthly lease payment or other amount owed by Lessee to Lessor which is not paid within 20 days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) 18%, or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all monthly lease payments and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without set-off, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Lessor of any maintenance agreement between Lessor and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the monthly lease payments and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations, orders and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a school bus or taxi or in contravention of any applicable federal, provincial, territorial or municipal law. Lessee agrees not to remove any Vehicle from the province or territory in which it is first registered by Lessor without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional monthly lease payments for such Vehicle at twice the normal pro-rated daily amount. Acceptance of such additional monthly lease payments by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal, provincial, territorial or municipal income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, lease, use or operation of the Vehicles during the Term or connected to this Agreement. If Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENCE AND CHARGES: Each Vehicle will be licensed in Lessor's name at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly lease payment, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, COMPLIANCE WITH LAWS: Lessee agrees, at its expense, to obtain in the name of Lessor all registration plates, permits, inspections and/or licences required in connection with the Vehicles, except for the initial Vehicle registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation which may be reasonably necessary for compliance with the provisions of this Section or any federal, provincial, territorial or local law, rule, regulation, ordinance or by-law. Lessee agrees that it will not permit any Vehicle to be located in a jurisdiction other than the jurisdiction in which such Vehicle is then registered for any continuous period of time that would require such Vehicle to become subject to the registration laws of such other jurisdiction. Each party shall comply with all applicable laws, and shall be responsible for ensuring that its employees, agents and representatives comply with all applicable laws including but not limited to applicable privacy legislation. The Lessee shall be solely responsible for obtaining all necessary consents when disclosing to the Lessor personal information of drivers or other individuals pursuant to this Agreement or Schedule thereto.

8. IMPROVEMENTS AND MAINTENANCE OF VEHICLES: Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements, and to (ii) furnish all labour, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to the Vehicles will become and remain the property of Lessor and will be returned with the Vehicles pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4, subject to repairing any damage caused to the Vehicle by such removal. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as a monthly lease payment. Without the prior written consent of Lessor, Lessee will not make any alterations, additions or improvements or add any replacement parts to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, maintain or repair any Vehicle (except as set forth in any Maintenance Agreement associated with any Vehicle), or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF OR A DEALER IN ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF OR A DEALER IN ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, CONDITION OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS

ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All conditions or warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle. No defect, unfitness or lack of governmental approval in, of or with respect to a Vehicle regardless of the cause or consequence will relieve Lessee from the performance of its obligations under this Agreement, including lease payments.

(c) Lessor will not be liable to Lessee for any liability, claim, loss, damage (direct, indirect, incidental or consequential) or expense of any kind or nature caused directly or indirectly by any Vehicle, or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle, or the use or maintenance of any Vehicle, or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, Lessor will have no liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to, or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). No Casualty Occurrence to any Vehicle will relieve Lessee from its obligation to submit its lease payments or to perform any of its other obligations under this Agreement. In the event of a Casualty Occurrence, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totalled Vehicle"), Lessee agrees to pay Lessor no later than the date 30 days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totalled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totalled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, the following insurance policies covering each Vehicle under a government regulated motor vehicle policy or any other standard motor vehicle insurance policy satisfactory to Lessor, insuring Lessee and Lessor against any damage, claim, suit, action or liability:

(i) Third Party Liability Coverage for bodily injury or death of any person or damage to any property (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) in the amount of $1,000,000 or such higher amounts as required by law ($5,000,000 limits for Vehicles capable of transporting more than 8 passengers); and

(ii) Collision & Comprehensive Coverage for the actual cash value of the applicable Vehicle or any higher limits as required by law. Maximum deductible of $500 per occurrence - Collision and $250 per occurrence - Comprehensive).

Lessee will be liable for the deductible in all instances of claim. If the requirements of any applicable law or governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher limits. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor as an additional insured and first loss payee. Each such insurance policy must provide the following: (i) that the policy may not be cancelled, changed or modified until after the insurer has given to Lessor or its assigns at least 30 days prior written notice of such proposed cancellation, suspension, non-renewal or reduction in coverage, (ii) that no act or default of Lessee or any other person shall affect the right of Lessor to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle, and (iii) that the coverage is "primary coverage" for the protection of Lessee and Lessor notwithstanding any other coverage carried by Lessee or Lessor protecting against similar ris ks. Original certificates evidencing such coverage and naming Lessor as an additional insured and loss payee shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. Where an Event of Default occurs, Lessee hereby appoints Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all cheques and other documents, and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, employees, servants, representatives and agents agree to cooperate fully with Lessor and any insurance carriers in the investigation, defence and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, statement, notice, summons or other process received in connection with such claim or action. Lessee authorizes Lessor to complete on Lessee's behalf any proof of loss and/or any other document necessary and requested by the insurer to ensure proper indemnification following any accident, loss, theft or claim involving the Vehicle.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if a Schedule includes a charge for physical damage management, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule, and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage management shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event that this Section 11(b) applies, the parties shall ensure that the insurance coverage for each Vehicle meets or exceeds the requirements of any applicable law or governmental or regulatory agency, including any applicable government regulated motor vehicle policy. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if a Schedule includes a charge for commercial automobile liability enrolment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee (either by adding Lessee as an additional insured under a commercial automobile liability insurance policy insuring Lessor, obtaining insurance on behalf of Lessee, or otherwise) the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage management and/or commercial automobile liability enrolment and cancel such physical damage management and/or commercial automobile liability enrolment upon giving Lessee ten (10) days written notice. Upon such cancellation, insurance in the minimum amounts as set forth in Section 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly lease charges payable by Lessee to reflect such insurance change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage as set forth in Section 11(a) within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage management and/or commercial automobile liability enrolment upon giving Lessee thirty (30) days prior written notice.

12. INDEMNITY: Lessee agrees to defend and indemnify Lessor from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable legal fees and expenses) which Lessor may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

13. INSPECTION OF VEHICLES, ODOMETER DISCLOSURE, FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense during the Term, all inspections of the Vehicles required by any applicable law, governmental authority, or maintenance agreement or guide relating to the Vehicle. Lessor will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all applicable odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete any odometer disclosure form as required by law may result in fines and/or other penalties. Lessee hereby agrees to ensure that any non-functioning odometer in any Vehicle is repaired as soon as Lessee becomes aware of same. Lessee also hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT, REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any lease payments or other amount due under this Agreement; (b) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement; (c) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (d) if any present or future guarantee in favour of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guarantee shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guarantee or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guarantee; (e) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; (f) the Lessee is unable to pay its debts when due, becomes insolvent or there is filed by or against it in any court a petition for winding-up, bankruptcy, insolvency, reorganization, or a receiver or trustee is appointed to oversee all or a portion of its assets, or an assignment for the benefit of creditors, dissolution, or liquidation is made by or against the Lessee, or any lien, attachment or levy of execution becomes attached to the Vehicle; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favour of Lessor or any affiliate of Lessor. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may declare all amounts outstanding under this Agreement as well as all amounts owing until the expiry of the Term hereof to be immediately due and payable without the necessity of presentment for payment, notice of non-payment, protest or demand; (b) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor and its agents and independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (c) Lessor may enforce performance by Lessee of its obligations under this Agreement; (d) Lessor may recover damages and expenses sustained by Lessor by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable legal fees and expenses, incurred by Lessor in attempting or effecting enforcement of its rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (e) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (f) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00, and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (g) Lessor may exercise any other right or remedy which may be available to Lessor under any other applicable law or in equity. In addition the Lessee expressly waives any action, claim or demand which it may have by reason of any of the aforementioned remedies or other remedies or acts which the Lessor or its employees, agents or representatives may do or leave undone in connection with any Event of Default. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and any or all of its rights and obligations hereunder to an affiliate of Lessor or otherwise for financial or securitization purposes. Lessee agrees, upon notice of any such assignment, pledge or transfer, to pay all amounts due or to become due under this Agreement to such assignee, pledgee or transferee. Each such assignee, pledgee or transferee will have all of the rights and obligations of Lessor under this Agreement that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favour of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing.

This Agreement and any security interest, rights of ownership of Lessor, and/or rights resulting from the lease thereby created in any Vehicle shall be subject to and subordinate to any security interest in the Vehicle created by Lessor in favour of the holder of, and pursuant to, a deed of commercial pledge, chattel mortgage, hypothec, loan agreement or other security agreement executed heretofore or hereafter covering the Vehicle, but Lessee shall make due and timely payment to such holder of all lease payments then and thereafter due hereunder, and such payments shall have the same effect as if made to Lessor. For purposes of this Agreement such notice of default and assignment shall constitute conclusive evidence thereof, and provided further that in the event of any Event of Default by Lessee, Lessee's rights hereunder shall terminate and such holder shall have the right to take immediate possession of the Vehicle and dispose of the Vehicle in the manner provided in such security agreement, securitization arrangement and/or hypothec.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except to duly authorized drivers or for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. Only an instrument in writing executed by both parties may make any modification or amendment of this Agreement. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. Lessee hereby waives, to the extent permitted by law, all rights, benefits and protection given to it with respect to this Agreement and any Vehicle by (i) Section 49 of the *Law of Property Act* (Alberta); (ii) *The Limitations of Civil Rights Act* (Saskatchewan); (iii) provisions of the *Civil Code of Québec* pertaining to the lease and/or leasing of things (save as otherwise set out in Sections 1(b) and 18 of this Agreement; and (iv) any applicable law of any jurisdiction now or hereafter in force that is similar to the aforesaid laws. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by registered mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective four business days after deposit in the mail, duly addressed, by registered mail, postage pre-paid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in counterparts (including electronic counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. Each person designated as a Lessee under this Agreement (if more than one) is joint and severally (in Quebec, solidarily) liable for all of the representations, warranties, covenants, agreements and obligations of the Lessee set forth in this Agreement. Unless otherwise stated herein, all monetary amounts referred to in this Agreement and the Schedules shall be in Canadian funds.

17. VEHICLE REGISTRATION CHANGE: VALID CONSENT OF LESSEE: Lessee hereby expressly consents to the release and disclosure to Lessor, pursuant to clause 2(1)(p) of the *Access to Motor Vehicle Information Regulation* made under the *Traffic Safety Act* (Alberta), or any successor or similar provincial legislation, of vehicle registration search reports, copies of registration certificates, vehicle information reports, demographic information search reports, or any other similar reports directly from a registry agent, Service Alberta office, or any other similar provincial vehicle registration authority, upon request from Lessor for the purpose of locating Lessee or any Vehicle, in order to update information relating to Lessor, and to change Lessor or Lessee on the Motor Vehicle System (MOVES) vehicle registration, or any other relevant vehicle registry, for any reason including but not limited to a corporate reorganization, assignment or transfer of a Vehicle or of this Agreement and any Schedule hereunder, or a failure to meet any obligation herein. Notwithstanding Section 16, Lessee hereby expressly consents to Lessor making any change necessary to the vehicle registration or other regulatory documentation, in its sole discretion, provided Lessor provides written notification to Lessee of such change.

18. SUCCESSORS AND ASSIGNS, GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor and its successors and assigns. Subject to the vehicle registration and insurance requirements of any province or territory in which a Vehicle is located, this Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Notwithstanding the preceding two sentences, the laws of the Province of Québec shall apply to the creation, validity, enforceability and registration of the rights of ownership of the Lessor and/or rights resulting from a lease in respect of any Vehicle located or deemed by law to be located in Québec, or when the Lessee is domiciled in the Province of Québec.

19. ENGLISH LANGUAGE: It is the express wish of the parties that this Agreement and any related documents and notices be drawn up in English. *Ce Contrat et les documents et avis y afférant sont rédigés et exécutés en anglais à la demande expresse des parties.*

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year last below written.

LESSEE:	_____	LESSOR:	Enterprise Fleet Management Canada, Inc.
Signature:	_____	Signature:	_____
By:	_____	By:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____
Date Signed:	_____, _____	Date Signed:	_____, _____

Subject:	Whites Drive No Parking	**Report No.:**	RS-012-2022
		Agenda Date:	June 7, 2022

Attachments

Appendix 01: Proposed No Parking Area on Whites Drive (**Draft By-law No. 2022-102**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-012-2022; and

2. That Council directs staff to amend By-law 2012-101, being a By-law to regulate traffic and parking of vehicles in the City of Temiskaming Shores, to prohibit parking along a 60-meter section of Whites Drive beginning from Melville Street, for consideration at the June 7, 2022, Regular Council meeting.

Background

Whites Drive is located between Melville St and Beach Blvd in New Liskeard and provides access to parking for playgrounds, ball diamonds, soccer fields and other amenities.

The first 60m of Whites Drive closest to Melville Steet contains two driving lanes and minimal space for parallel parking.

Recreation staff have noted that during some evenings when New Liskeard Centre and New Liskeard North ball diamonds are being used, some members of the public have been parallel parking on both sides of this section of Whites Drive, including right up to Melville Street. This leaves a very small width leftover for travelling and does not provide enough space for two vehicles to pass each other when travelling in opposite directions. It also creates a hazard for pedestrians who may be walking to their cars which are parked along this section of the street.

Members of the PPP Committee reviewed this issue at their regular meeting on September 15, 2021 and made the following recommendation:

Recommendation PPP-2021-40
Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee hereby supports and further recommends that Council consider creating a no parking on either side of Whites Drive for the first 60 M (Approx.) of Whites Drive, off Melville Street.

CARRIED

Analysis

There is ample safe parking available for all users of this park on Melville St and in the parking lot further to the south along Whites Drive.

With this 60m section of Whites Drive designated as a "No Parking" area, the City would expect to see easier flow of traffic into and out of the park area, a lowered risk of collisions among vehicles and a lowered risk of collisions between vehicles and pedestrians. Further, it would also allow easier access to the park if EMS or other emergency vehicles were required to access the park during a busy evening/event.

Staff are therefore recommending that both sides of Whites Drive for 60m from Melville St. be designated a "No Parking" area and signs be installed.

Relevant Policy / Legislation / City By-Law

- By-Law No. 2012-101, To regulate Traffic and Parking of Vehicles in the City of Temiskaming Shores

Consultation / Communication

- Consultation with City Manager throughout the project
- Consultation with Manager of Transportation throughout the project
- Consultation with the Protection of Persons and Property Committee

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 ☐

Signage costs will be allocated to the regular operating budget for signage and installed by City staff as part of regular duties.

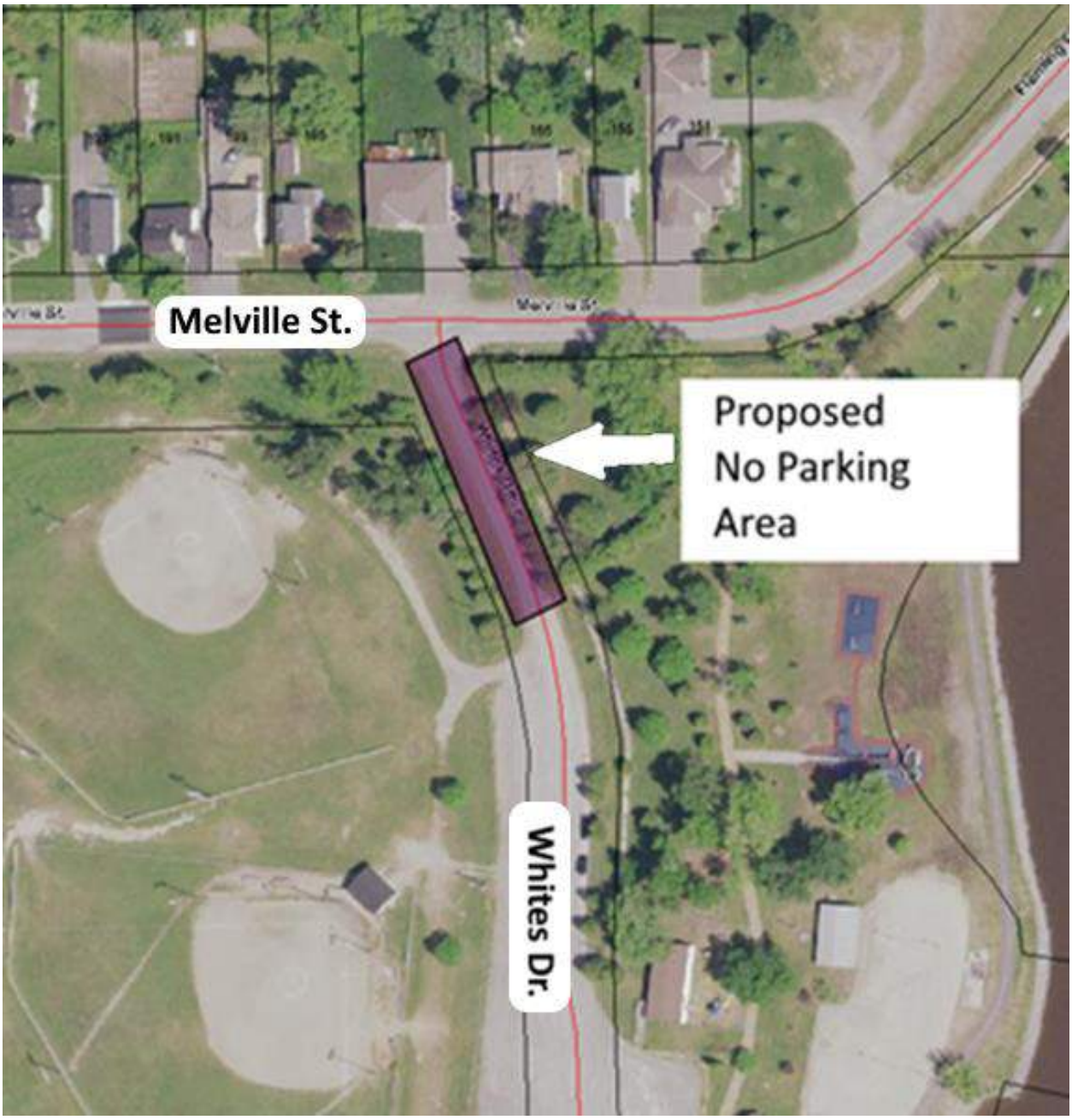
Alternatives

Council could direct staff to make no changes to this section of roadway.

Submission

Prepared by:	Reviewed by:	Reviewed and submitted for Council's consideration by:
"Original signed by"	*"Original signed by"*	*"Original signed by"*
Mathew Bahm Director of Recreation	Mitch McCrank Manager of Transportation	Christopher W. Oslund City Manager

Appendix 01



Subject:	Climate Change Committee Terms of Reference	**Report No.:**	RS-013-2022
		Agenda Date:	June 7, 2022

Attachments

Appendix 01: Proposed Terms of Reference (**Refer to By-law No. 2022-103**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-013-2022;

2. That Council directs staff to prepare the necessary by-law to repeal By-Law No. 2021-111 for the Temiskaming Shores (Ad Hoc) Climate Change Committee; and

3. That Council directs staff to prepare the necessary by-law to adopt a new Terms of Reference for the Temiskaming Shores Climate Change Committee, establishing it as a standing committee of Council, for consideration at the June 7, 2022 regular Council meeting.

Background

At the January 9, 2018, Regular Meeting of Council, council received a presentation about the Partners of Climate Protection (PCP) Program organized by the Federation of Canadian Municipalities. Council then passed resolution number 2018-003 which directed staff to join the PCP program.

Thereafter, staff have been working towards the PCP milestones with help from consultants, and the public.

As part of the City's ongoing commitment to working with the community, Council created the Temiskaming Shores (Ad Hoc) Climate Change Committee (CCC) at the Regular Council Meeting on July 13, 2021. The committee, comprised of both municipal councillors, and members of the public, was tasked with reviewing the City's Greenhouse Gas Reduction Plan and providing recommendations to Council by December 31, 2021.

The Committee's recommendations were presented to Council at the February 15, 2022, Regular Council Meeting. Council considered the recommendations brought forward and passed the following resolution:

Resolution No. 2022-060

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. RS-002-2022; and

That Council direct staff to revise the Climate Change Committee terms of reference document, to create a standing committee of Council responsible for guiding the City towards its sustainability and climate change goals; and

That Council direct staff to investigate funding options to hire a new staff member to complete updates to the Greenhouse Gas Reduction Plan in conjunction with the Climate Change Committee

Carried

Analysis

The CCC has continued its work providing guidance to City staff in meeting sustainability and climate change goals. The CCC met on May 17, 2022 and reviewed a new draft Terms of Reference (Appendix 01). These new terms of reference would change the categorization of the CCC to be a standing committee of council from its current ad-hoc status.

By changing the CCC to a standing committee of council, staff would be provided the best opportunity to continue working on improved sustainability and climate goals for the municipality. Staff will also be able to continue receiving timely feedback from both municipal councillors and members of the public on the committee.

The proposed Terms of Reference are materially similar to those passed in By-Law 2021-111 regarding scope of the committee and its mandate. They do however provide the necessary wording to allow the committee to continue to meet and provide direction to staff as requested by Council within Resolution No. 2022-060.

Relevant Policy / Legislation / City By-Law

- City of Temiskaming Shores Greenhouse Gas Reduction Plan (2019)
- By-Law no. 21-111 TOR Climate Change Committee
- Canadian Net-Zero Emissions Accountability Act (S.C. 2021, c. 22)

Consultation / Communication

- Consultation with City Manager
- Consultation with the City of Temiskaming Shores' Climate Change Committee

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 ☒

Alternatives

Council could alternatively:

1. Decide against these recommendations which would see the CCC be disbanded, and they would therefore no longer meet.

Submission

Prepared by:

"Original signed by"

Mathew Bahm
Director of Recreation

Reviewed and submitted for Council's consideration by:

"Original signed by"

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2022-096

Being a by-law to enter into an Encroachment Agreement with 1607456 Ontario Ltd. Roll No. 54-18-010-004-039.00 (40 Wellington Street South)

Whereas under Section 8 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 9. (1) (a) and (b) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; 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 1607456 Ontario Ltd. wish to construct a ramp at the main entrance of the establishment located at 40 Wellington Street South which would necessitate an encroachment onto adjacent City-owned property; and

Whereas Council considered Administrative Report No. CS-020-2022 at the May 17, 2022 Regular Council meeting and directed staff to prepare the necessary by-law and encroachment agreement with 1607456 Ontario Ltd. for consideration at the June 7, 2022 Regular Council meeting.

Now therefore the Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. That the Council of the Corporation of the City of Temiskaming Shores authorizes the entering into of an Encroachment Agreement with 1607456 Ontario Ltd., a copy annexed hereto as Schedule “A” and forming part of this by-law.

2. That Council agrees to charge an annual encroachment fee of $50.00 to be added to the Owner’s tax bill as an annual payment in lieu of property taxes.

3. That Council requires that the Owners pay the legal and land titles fees to register the agreement on title.

4. That the Mayor and Clerk are hereby authorized and directed to execute the Encroachment Agreement and any and all other documentation necessary to complete the agreement and the registering of the agreement on title.

5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 7th day of June, 2022.

_____
Mayor

_____
Clerk

This Encroachment Agreement entered into on the 7th day of June 2022.

Between:

1607456 Ontario Ltd.
(the "Owners")

And:

The Corporation of the City of Temiskaming Shores
(the "City")

Recitals:

The Owner is the registered and beneficial owner of land that is municipally known as 40 Wellington Street South; Roll No. 54-18-010-004-039.00 (the "Property") and which is legally described as:

PLAN M22NB LOTS 23 AND 24 PT LOT 22 AND RP 54R5723 PARTS 1 AND 2 W WELLINGTON ST S PCL 12299 SST, in the City of Temiskaming Shores; District of Timiskaming

The Owner wishes to construct a 1.63 metre wide ramp at the main entrance of the existing establishment on the property which would encroach upon the City-owned lands; (the "Encroachment").

Terms and Conditions

1. The Owners have provided the City with a sketch and project details which have been reviewed by City staff, a copy of which is hereto attached as Appendix 01;

2. The Owners are responsible to ensure that the Encroachment is constructed in accordance to Appendix 02;

3. The Owners are responsible to pay for all costs associated with the construction and maintenance of the Encroachment;

4. The Owners shall, if required, at their expense arrange to have amenities temporarily removed and reinstalled to permit the maintenance of underground utilities (Hydro, Gas, Phone, Storm, etc.);

5. The Owners shall indemnify and save harmless the City from and against any and all liabilities, claims, damages, actions and causes of action arising from the use of the Lands;

6. The Owner shall, on or before the **1st day of July** in each year, provide proof of liability insurance in the amount of **$2 million** for the lands and all activities carried out thereon during use by the Owners.

7. In the event the City delivers written notice to the Owner that the City requires, for any purpose, the land which is affected by the Encroachment, the Owner shall, at its sole cost and expense either reconfigure or relocate the Encroachment in a manner acceptable to the City, acting reasonably, or in the alternative, remove the Encroachment.

8. The Owner covenants and agrees that this Encroachment Agreement is restricted to the Encroachment as proposed in Appendix 01, Appendix 02, and Appendix 03 and the use, maintenance and repair thereof, not any expansions or further improvements thereto without the City's written authorization.

9. This Encroachment Agreement shall remain in effect for the period commencing on the 1st day of July, 2022 and ending the 31st day of December, 2042.

10. This Encroachment Agreement shall be binding upon the Owners, its successors and assigns.

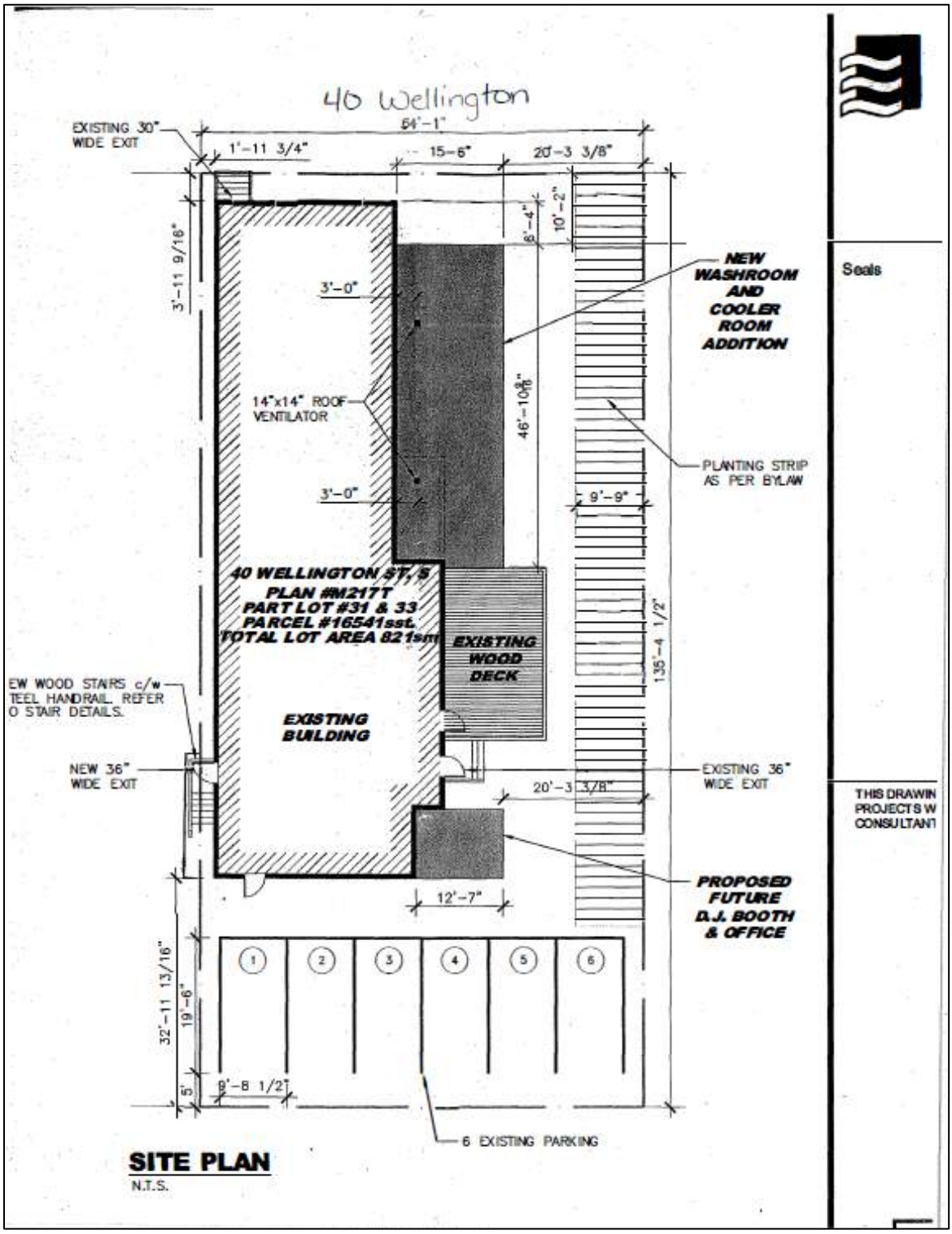
Remainder of Page left blank intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in the presence of	)	**1607456 Ontario Ltd.**
	)	Richard Legros – 1607456 Ontario Ltd.
Municipal Seal	)	**The Corporation of the City of Temiskaming Shores**
	)	Mayor – Carman Kidd
	)	Clerk – Logan Belanger

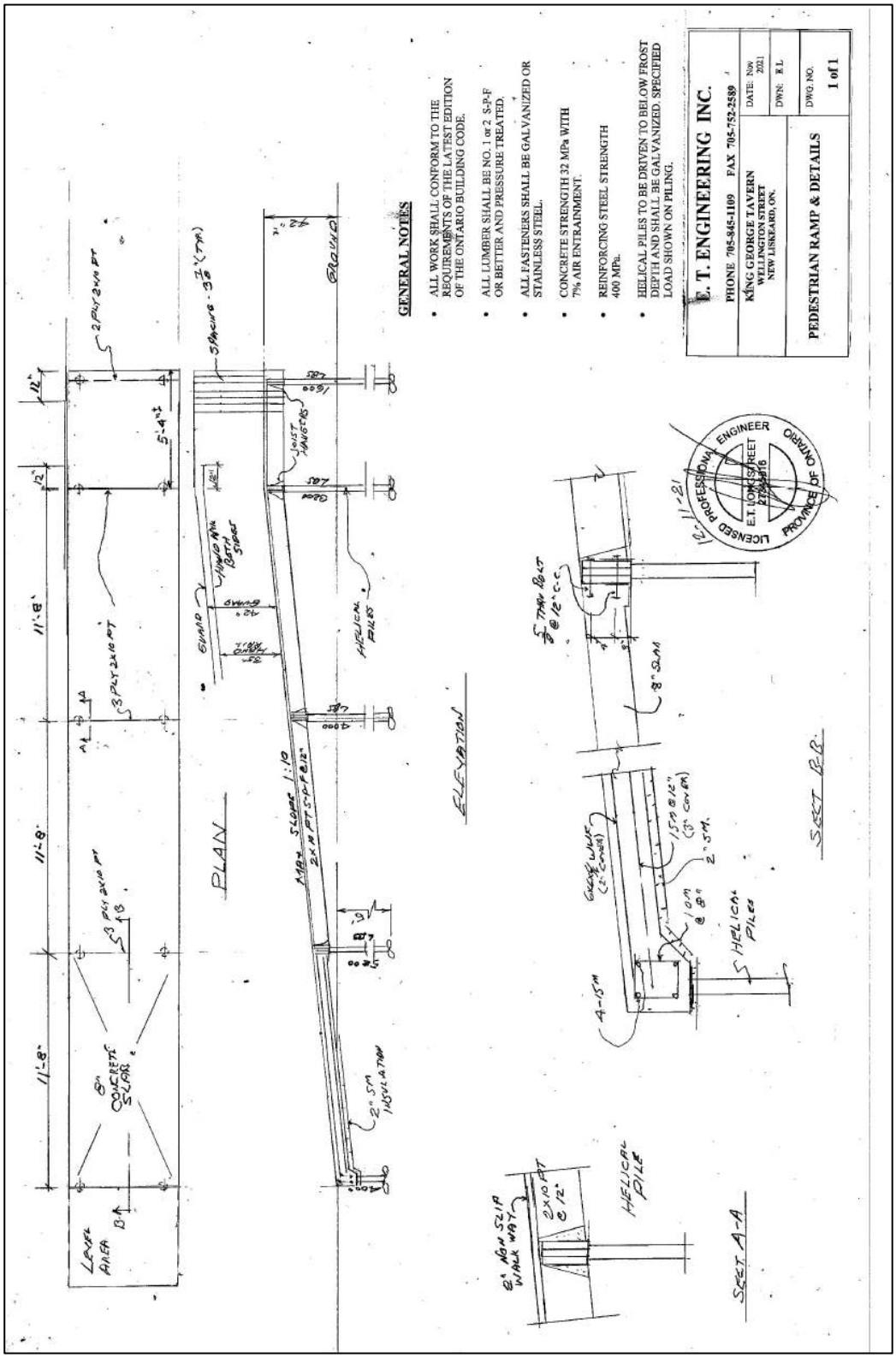
Appendix 01

Site Sketch



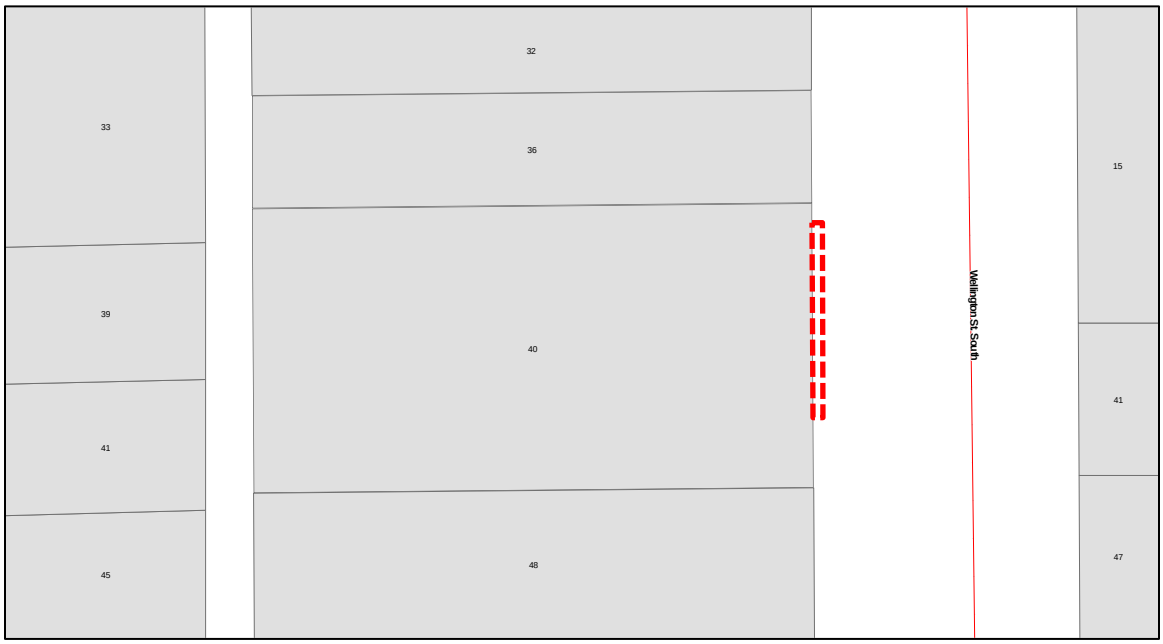
Appendix 02

Ramp Plans



Appendix 03

Area of Encroachment



Subject to Encroachment Agreement

The Corporation of the City of Temiskaming Shores

By-law No. 2022-097

Being a by-law to amend By-law No. 2019-018, as amended to appoint community representatives to various Committees and Boards for the 2019-2022 Term of Council

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 adopted By-law No. 2019-018 to appoint community representatives to various Committees and Boards for 2019-2022 term of Council; and

Whereas Council adopted Resolution No. 2022-212 at the May 17, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2019-018 to appoint Kevin Leveille as a community representative on the New Liskeard Business Improvement Area Board of Management, for consideration at the June 7, 2022 Regular Council meeting.

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

1. That Schedule "A" to By-law No. 2019-018, as amended be further amended by adding Kevin Leveille as community representative on the New Liskeard Business Improvement Area Board of Management for the 2019-2022 Term of Council; and

2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor changes 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.

Read a first, second and third time and finally passed this 7th day of June, 2022.

_____
Mayor

_____
Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2022-098

Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 160 Niven Street South (Roll No. 54-18-030-012-046.00 / 083.00)

Whereas Section 50(4) of the Planning Act, R.S.O. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years of more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control; and

Whereas Council considered Memo No. 026-2022-CS at the June 7, 2022 Regular Council meeting and directed staff to prepare the necessary by-law to deem PLAN M143NB LOT 244 TO LOT 246 PCL 13023SST and BUCKE CON 3 S PT LOT 11 PCL 12354SST, to no longer be lots on a plan of subdivision for consideration at the June 7, 2022 Regular Council meeting.

Now therefore the Council of the Corporation of the City of Temiskaming Shores enacts as follows:

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule “A” attached hereto and forming part of this by-law.

2. That the lands are described as:

   - PLAN M143NB LOT 244 TO LOT 246 PCL 13023SST

3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.

4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.

5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.

6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.

7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.

8. That the passing of this by-law shall be subject to the provisions of the Planning Act.

9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 7th day of June, 2022.

_____
Mayor

_____
Clerk

Schedule “A”

City of Temiskaming Shores – PLAN M143NB LOT 244 TO LOT 246 PCL 13023SST and BUCKE CON 3 S PT LOT 11 PCL 12354SST

The Corporation of the City of Temiskaming Shores

By-law No. 2022-099

Being a by-law to Delegate Authority to the City Manager for certain Acts during a "Lame Duck" period

Whereas Section 275 of the Municipal Act S.O. 2001, c.25, as amended, restricts acts that a Council can take after Nomination Day (August 19, 2022), and after Voting Day (October 24, 2022) if the Council is in a lame duck position; and

Whereas Section 275 (3) of the Municipal Act S.O. 2001, c.25 restricts Council from taking action on the following:

- The appointment or removal from office of any officer of the municipality;
- The hiring or dismissal of any employee of the municipality;
- The disposition of any real or personal property of the municipality which has a value exceeding $50,000 at the time of disposal; and
- Making any expenditure or incurring any other liability which exceeds $50,000; and

Whereas Section 275 (6) of the Municipal Act S.O. 2001 c. 25 states that nothing in this section prevents any person or body exercising authority of a municipality that is delegated to the person or body prior to nomination day for the election of the new council; and

Whereas Section 23.1 of the Municipal Act, S.O. 2001 c. 25 states that without limiting sections 9, 10 and 11, those sections authorize a municipality to delegate its powers and duties under this or any other Act to a person or body subject to the restrictions set out in this Part; and

Whereas Section 23.3 of the Municipal Act, S.O. 2001 c. 25 restricts powers that authorize the powers a municipality can delegate; and

Whereas Section 270 of the Municipal Act, S.O. 2001 c. 25 authorizes the adoption and maintenance of policies in respect to various matters; and

Whereas Council considered Administrative Report No. CS-022-2022 at the June 7, 2022 Regular Council meeting and directed staff to prepare the necessary delegation by-law and for consideration at the June 7, 2022 Regular Council meeting; and

Whereas Council deems it expedient to delegate authority to the City Manager to take action, where necessary, on certain acts during the "Lame Duck" period, if it applies between August 19, 2022 to November 14, 2022.

Now therefore the Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. That the Council of The Corporation of the City of Temiskaming Shores hereby delegates authority under Section 275 (3) of the Municipal Act S.O. 2001 between Nomination Day and commencement of the Council Terms as follows:

a) The City Manager be delegated authority as the financial signing authority for expenditures, outside the current budget, exceeding $50,000;

b) That the City Manager be delegated the authority to execute the agreement of Purchase and Sale, pertaining to the disposition of any real or personal property of the Municipality which has a value exceeding $50,000 at the time of disposal for the acquisition of property;

c) The City Manager be delegated the authority to hire or remove any officer from/to employment with the Municipality of the City of Temiskaming Shores.

d) The City Manager be authorized to apply for funding applications that may become available during the “lame duck period” which have not been included in the current budget

2. The City Manager will report to Council on any actions taken under the restrictions listed in Section 275 (3) of the Municipal Act S.O. 2001 between Nomination Day and the commencement of the Council Term.

3. This By-law shall come into force and effect upon final passage in accordance with the provisions in Section 275 (3) of the Municipal Act.

4. This By-law may be cited as the “Lame Duck Delegation of Authority By-law”

Read a first, second and third time and finally passed this 7th day of June, 2022.

_____
Mayor

_____
Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2022-100

Being a by-law to enter into an agreement with Miller Maintenance, A Division of Miller Paving Limited for the provision of Asphalt Marking and Symbol Services

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 responds to municipal issues; and

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

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

Whereas Council considered Administrative Report No. PW-020-2022 at the June 7, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Miller Maintenance, A Division of Miller Paving Limited for Asphalt Marking and Symbol Services in the amount of $24,465 plus applicable taxes for consideration at the June 7, 2022 Regular Council meeting.

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

1. That Council authorizes the entering into an agreement with Miller Maintenance, A Division of Miller Paving Limited for Asphalt Marking and Symbol Services in the amount of $24,465, plus applicable taxes, 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 7th day of June 2022.

_____
Mayor

_____
Clerk

Schedule “A” to

By-law 2022-100

Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Maintenance, A Division of Miller Paving Limited

for Asphalt Marking and Symbol Services

This agreement made this 7th day of June, 2022.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called "the Owner")

And:

Miller Maintenance, A Division of Miller Paving Limited
(hereinafter called "the Contractor")

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Contractor will:

a) Provide all material and perform all work described in the Tender Documents entitled:

The Corporation of City of Temiskaming Shores
Asphalt Markings/ Symbols Painting
Tender No. PWO-RFT-006-2022

b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement, attached hereto as Appendix 01; and

c) Complete, as certified by the Manager of Transportation Services by July 29, 2022, weather permitting.

d) The time limits referred to in this Agreement may be abridged or extended by mutual agreement by both Parties.

Article II:

The Owner will:

a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Twenty-Four Thousand, Four-Hundred and Sixty-Five dollars and Zero cents ($24,465.00)** plus applicable taxes, subject to additions and deductions as provided in the Contract Documents attached hereto as Appendix 01.

b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such Invoice.

ARTICLE III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Miller Maintenance, A Division of Miller Paving Limited
581494 Grey Road 25
Chesley, ON
N0G 1L0

The Owner:

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

The Manager of Transportation Services:

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

Remainder of Page left blank intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in the presence of	)	**Miller Maintenance, A Division of Miller Paving Limited**
	)	Doug Wipperman, Vice President
Municipal Seal	)	**The Corporation of the City of Temiskaming Shores**
	)	Mayor – Carman Kidd
	)	Clerk – Logan Belanger

Appendix 01 to

Schedule “A” to

By-law No. 2022-100

Form of Agreement

Miller Maintenance, A Division of Miller Paving

999377 Highway 11 New Liskeard, Ontario., P0J 1P0, Tel: 705-647-8299

May 18, 2022

Mitch McCrank

Manager of Transportation Services

City of Temiskaming Shores

325 Farr Drive

Temiskaming Shores, ON P0J 1K0

Mitch

If successful in PWO-006-2022, Miller Maintenance would like to offer the opportunity to test a different product at 4 locations of your choosing at no extra cost to the City. The product in question is a hard plastic that has far greater durability compared to traditional paint. This can be discussed further at your earliest convenience

Thanks

Kyle Overton

Operations Manager

City of Temiskaming Shores
PWO-RFT-006-2022
Asphalt Markings / Symbols Painting

Form of Tender

Each FORM OF QUOTATION should contain the legal name under which the Bidder 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.

The Contractor has carefully examined the Provisions, Plans, Specifications and OPS General Conditions of Contract referred to in the schedule of provisions, and has carefully examined the site and location of the work to be done under this contract. The Contractor understands and accepts the said Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Quotation, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Provisions, Plans, Specifications and General Conditions referred to in the said schedule.

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

I/We, the undersigned, have carefully examined the attached documents and conditions of the Quotation. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Quotation.

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

Section 1 - New Liskeard working area

QUANTITY	UOM	DESCRIPTION	UNIT RATE	QUOTED BID PRICE
28	Ea.	Accessible Parking Spots	$ 175.00	$ 4,900.00
2	Ea.	School Crossings	$ 1,200.00	$ 2,400.00
5	Ea.	Intersections	$ 750.00	$ 3,750.00
20	Ea.	Directional/ multi -directional Arrows	$ 110.00	$ 2,200.00

8	Ea.	Transit Bus Stop Curbs	$ 90.00	$ 720.00
1	Ea.	Ladder Style Pedestrian Crosswalk w/ Stop Triangles	$ 1,500.00	$ 1,500.00
			New Liskeard SUB TOTAL	$ 15,470.00

Section 2 - Haileybury working area

QUANTITY	UOM	DESCRIPTION	UNIT RATE	QUOTED BID PRICE
17	Ea.	Accessible Parking Spots	$ 175.00	$ 2,975.00
2	Ea.	Intersections	$ 750.00	$ 1,500.00
8	Ea.	Stop Blocks	$ 150.00	$ 1,200.00
11	Ea.	Directional/Multi-directional Arrows	$ 110.00	$ 1,210.00
1	LS	Parking Indicator Lines (Parking Stalls) *Ferguson Ave. (Blackwell to Cecil* *Broadway St. (Ferguson Ave to Farr)* *Farr Dr. (Broadway to Main)* *Lakeview Ave, North Cobalt (Queen St. to Post office)*	$ 640.00	$ 640.00
1	Ea.	School Crossing	$ 1,200.00	$ 1,200.00
3	Ea.	Transit Bus Stop Curb	$ 90.00	$ 270.00
			Haileybury SUB TOTAL	$ 8,995.00

	Combined Subtotal Excluding HST		24,465.00
	H.S.T. (13%)		3,180.45
	TOTAL		27,645.45

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER N/A in preparing my/our Tender.

Bidder's Authorized Official: Doug Wipperman

Title: Vice President, Miller Maintenance

Authorizing Signature:

Date: May 18, 2022

Form 1 to be submitted.

City of Temiskaming Shores
PWO-RFT-006-2022
Asphalt Markings / Symbols Painting

Non-Collusion Affidavit

I/ We Miller Maintenance, A Division of Miller Paving Limited the undersigned am fully informed respecting the preparation and contents of the attached Tender 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 proposed 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 Tender 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.

Dated at: Temiskaming Shores this 18 day of May, 2022.

Signed: _____

Title: Vice President, Miller Maintenance

Company Name: Miller Maintenance, A Division of Miller Paving Limited

Form 2 to be submitted.

City of Temiskaming Shores
PWO-RFT-006-2022
Asphalt Markings / Symbols Painting

Conflict of Interest Declaration

Please check appropriate response:

☒ I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Tender 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 Tender submission or the contractual obligations under the Agreement.

List Situations:

In making this Tender 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 RFT process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at: Temiskaming Shores this 18 day of May, 2022.

Signature:

Bidder's Authorized Official: Doug Wipperman

Title: Vice President, Miller Maintenance

Company Name: Miller Maintenance, A Division of Miller Paving Limited

Form 3 to be submitted.

City of Temiskaming Shores
PWO-RFT-006-2022
Asphalt Markings / Symbols Painting

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name: Doug Wipperman Company Name: Miller Maintenance, A Division of Miller Paving Limited

Phone Number: 519-281-4484 Email: doug.wipperman@millergroup.ca

I, Doug Wipperman, declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

OR

I,_____, declare that I, or my company, are **NOT** in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, please visit: https://www.ontario.ca/page/how-train-your-staff-accessibility.

Form 4 to be submitted

The Corporation of the City of Temiskaming Shores

By-law No. 2022-101

Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the construction of the Grant Drive Extension

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 responds to municipal issues; and

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

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

Whereas Council considered Administrative Report No. PW-021-2022 at the June 7, 2022 Regular meeting of Council, and directed staff to prepare the necessary by-law to enter into an agreement with enter into an agreement with Pedersen Construction (2013) Inc. for the construction of the Grant Drive Extension in the amount of $781,028.01 plus applicable taxes, for consideration at the June 7, 2022, Regular Council meeting.

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

1. That Council authorizes the entering into an agreement with Pedersen Construction (2013) Inc. for the construction of the Grant Drive Extension in the amount of $781,028.01 plus applicable taxes, 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 7th day of June, 2022.

Mayor

Clerk

Schedule “A” to

By-law 2022-101

Agreement between

The Corporation of the City of Temiskaming Shores

and

Pedersen Construction (2013) Inc.

for the construction of the Grant Drive Extension

This agreement made this 7th day of June 2022.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called "the Owner")

And

Pedersen Construction (2013) Inc.
(hereinafter called "the Contractor")

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Contractor will:

a) Provide all material and perform all work described in the Contract Documents entitled:

The Corporation of the City of Temiskaming Shores
Grant Drive Extension
EXP Project No. NWL-22000278

b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this Agreement;

c) Complete, as certified by the Manager of Environmental Services, all the work by **October 28, 2022;** and

d) The time limits referred to in this Agreement may be abridged or extended by mutual agreement by both Parties.

Article II:

The Owner will:

a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Seven-Hundred and Eighty-One Thousand, Twenty-Eight Dollars and One Cent ($781,028.01) plus applicable taxes,** subject to additions and deductions as provided in the Contract Documents, if applicable.

b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:
Pedersen Construction (2013) Inc.
177246 Bedard Road
New Liskeard, ON P0J 1P0

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

The Manager of Environmental Services:
Manager of Environmental Services
City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario P0J 1K0

Remainder of Page left Blank Intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in the presence of	)	**Pedersen Construction (2013) Inc.**
	)	Karl Pedersen - President
Municipal Seal	)	**The Corporation of the City of Temiskaming Shores**
	)	Mayor – Carman Kidd
	)	Clerk – Logan Belanger

Appendix 01 to
Schedule “A” to

By-law No. 2022-101

Form of Agreement

THE CITY OF TEMISKAMING SHORES

GRANT DRIVE EXTENSION

EXP PROJECT NO. NWL-22000278

FORM OF TENDER

ENGINEERS:
EXP SERVICES INC.,
P.O. BOX 1208,
310 WHITEWOOD AVENUE, W.,
NEW LISKEARD, ONTARIO.
P0J 1P0

TEL: 705-647-4311
FAX: 705-647-311

OWNER:
THE CITY OF TEMISKAMING SHORES
P.O. BOX 2050
325 FARR DRIVE
HAILEYBURY, ONTARIO.
P0J 1K0

Tel: 705-672-3363
Fax: 705-672-3200

FORM OF TENDER

THE CITY OF TEMISKAMING SHORES
GRANT DRIVE EXTENSION

TENDER BY Pedersen Construction (2013) Inc.

ADDRESS 177246 Bedard Rd. New Liskeard, ON P0J 1P0

TEL/FAX NO. T:705-647-6223 F:705-647-8851

PERSON SIGNING Karl Pedersen

A COMPANY DULY INCORPORATED UNDER THE LAWS OF Ontario

AND HAVING ITS HEAD OFFICE AT 177246 Bedard Rd. New Liskeard, ON

HEREINAFTER CALLED "THE TENDERER".

NOTE: The Tenderer's name and residence must be inserted above and in the case of a firm, the name and residence of each and every member of the firm must be inserted.

TO: The City of Temiskaming Shores **(OWNER)**
325 Farr Drive
Haileybury, Ontario
P0J 1K0

I/WE, Karl Pedersen
having carefully examined the locality of the proposed work, and having read, understood and accepted the Provisions, Plans, Specifications and Conditions, Form of Agreement and Addendum/Addenda No. 1 to 1 inclusive, attached hereto, each and all of which forms part of this Tender, hereby offer to furnish all machinery, tools, labour, apparatus, plant and other means of construction, all material to complete the work in strict accordance with the Provisions, Plans, Specifications and Conditions attached hereto, for the sum of:

Eight Hundred and Eighty Two Thousand, Five Hundred and Sixty One Dollars
and .....65/100 ($ 882,561.65), or such other sum as may be ascertained in accordance with the Contract. The aforesaid sum is derived from the Schedule of Items and Prices following.

*The Tenderer shall insert here the number of Addenda received during the tendering period and taken into account in preparing this tender.

The undersigned also agrees:

1. That the Owner is in no way obligated to accept this tender.

2. That the Owner may, at its sole discretion, accept any Tender or part thereof or waive any defect, irregularity, mistake or insufficiency and accept any Tender or alternative proposal, in whole or in part, which is deemed by the Owner to be most favourable to its interest.

3. That all applicable taxes and duties are included in the tender price.

4. That the estimate of quantities shown in Tender Form serves only to provide a basis for comparing tenders and that no representations have been made by either the Owner or the Engineer that the actual quantities will even approximately correspond therewith, and further, that the Owner has the right to increase or decrease the quantities in any or all items and to eliminate items entirely from the work.

5. That this tender is made without knowledge of the tender prices to be submitted for this work by any other company, firm or person.

6. That this tender is made without connection or arrangement with any company, firm or person submitting a tender for this work.

7. That this tender is made without any undisclosed connection or arrangement with any other company, firm, or person having an interest in this tender or in the proposed contract.

8. That this tender is irrevocable for sixty (60) days after the closing date for receipt of tenders and that the Owner may at any time within such period accept this tender whether any other tender has previously been awarded or not and whether acceptance of another tender has been given or not.

9. To execute the Articles of Agreement and to present to the Owner the required contract security within the time specified.

10. That payment for the work done will be made on the basis of the quantities and percentages measured by the Engineer and at the tender prices shown in the Tender Form which shall be compensation in full for the work done under the terms of the Contract.

11. That payment of the Contingency Allowance or portion thereof will only be made in the event that the Engineer authorizes work, in which case the amount of payment will be determined as specified in the General Conditions. Any unused portion thereof will be retained by the Owner.

12. To commence and proceed actively with the work on site within seven (7) days of the date of the Tender Acceptance, and to complete all work under the Contract by the dates specified in the Construction Schedule within this Form of Tender, subject to the provisions of Section 6 of the General Conditions for extension of contract time.

13. That should he fail to complete the work in the time specified above, he shall compensate the Owner in accordance with Section 6 of the General Conditions.

SCHEDULE OF ITEMS AND PRICES – PART 'A'

Item No.	OPSS No.	Description	Tender Quantity	Unit	Unit Price	Amount
ROADWAY						
1		Contract Bonds	100%	L.S.	7,200.00	7,200.00
2		Mobilization/Demobilization	100%	L.S.	4,000.00	4,000.00
3	206	Earth Stripping	4,212	m^3	13.80	58,125.60
4	206	Earth Excavation	9,570	m^3	13.80	132,066.00
5	314 SP	Granular 'A'	3,008	t	26.00	78,208.00
6	314 SP	Granular 'B', Type I	2,547	t	18.00	45,846.00
7	314 SP	Granular 'B', Type II	11,222	t	25.00	280,550.00
8	421 SP	600 Dia. Pipe Culvert	20	m	290.00	5,800.00
9	510 SP	Removal of Asphalt Pavement, Full Depth	1,628	m^2	5.00	8,140.00
10	511 SP	Geotextile on Subgrade	6,892	m^2	5.50	37,906.00
11	511 SP	Geogrid on Subgrade	6,892	m^2	5.80	39,973.60
12	706 SP	Traffic Control Signing	100%	L.S.	4,400.00	4,400.00
13	802 SP	Topsoil, Imported	382	m^3	73.00	27,886.00
14	804 SP	Seed and Cover	5,094	m^2	2.50	12,735.00
15	805 SP	Strawbale Flock Checks	4	ea.	250.00	1,000.00
Subtotal:					$	743,836.20
Contingency (5%):					$	37,191.81
Total (Excluding HST):					$	781,028.01
HST (13%):					$	101,533.64
Total (Including HST):					$	882,561.65

SUB-CONTRACTOR LIST

Herewith is the list of Subcontractors that will be retained to perform the appropriate work indicated.
No Subcontractor will be changed without written approval from the Owner.

Section of Work:

Proposed Sub-Contractor	Address	Item Sublet	Percentage of Contract
N/A			

EQUIPMENT LIST

Herewith is the list of equipment that will be used on the project during the course of the work. **List ALL equipment that will be used and fill all information.**

YR	Equipment	Size	Model	Make	Condition
Sample					
2001	Backhoe	1 cu. Yd.	330	John Deere	Overhauled 2006
2019	Excavator	1.5 m3	336	Caterpillar	Excellent
2021	Excavator	1.5 m3	336	Caterpillar	Excellent
2016	Loader	2.5 m3	930	Caterpillar	Good
2018	Bulldozer	120 Kw	D6T	Caterpillar	Excellent
2022	Bulldozer	60 Kw	D3	Caterpillar	Excellent
2012	Compactor	84" Smooth	C54	Caterpillar	Good
2016-2022	Triaxle Dump Trucks		T880	Kenworth	Excellent
2011	Grader		772	John Deere	Good
2004	Water Truck	3000 gal.		Mack	Good

Labour and Equipment Rates

Herewith is the list of Labour and Equipment Rates:

To be determined in accordance with Section GC 7.2 of the General Conditions.

Labour & Equipment Rates

Additional Labour Requirements:

Foreman		$85.00/hr
Tradesman:	Instrumentation Technician	$75.00/hr
	Skilled Labour	$65.00/hr
	Labourer	$65.00/hr
	Flag Persons	$55.00/hr
Heavy Equipment Operators		$65.00/hr

Additional Equipment Requirements: (list all equipment available to project with hourly and daily rates that are not listed within OPSS 127)

Description	size	price/hr	price/day
Excavator	Cat 336	$230.00	$2,300.00
Loader	Cat 930	$150.00	$1,500.00
Bulldozer	Cat D6	$190.00	$1,900.00
Bulldozer	Cat D3/ John Deere 650	$150.00	$1,500.00
84" Compactor	Cat CS54	$110.00	$1,100.00
Triaxles	Kenworth	$110.00	$1,100.00
Grader	John Deere 772	$170.00	$1,700.00
1/2 Ton Truck		$ 12.00	$ 120.00
Diesel Plate Compactor		$ 25.00	$ 250.00
Water Truck		$100.00	$1,000.00

Day Rate = 10 Hours Per Day

Ontario Municipal and Provincial Standard Specifications Common (OPSSs)

- OPSS 100 Nov. 2019 – General Conditions of Contract
- OPSS 102 Nov. 2018 – Weighing of Materials
- OPSS 180 Prov Nov. 2016 – Management of Excess Materials
- OPSS 182 Muni Nov. 2012 – Environmental Protection for Work in Waterbodies and on Waterbody Banks
- OPSS 201 Apr. 2019 – Clearing, Close Cut Clearing, Grubbing and removal of surface and piled Boulders
- OPSS 206 Muni Apr. 2019 – Grading
- OPSS 212 Muni Nov. 2019 - Borrow
- OPSS 310 Muni Nov. 2017 – Hot Mix Asphalt
- OPSS 314 Muni Nov. 2019 – Untreated Granular Subbase, Base, Surface Shoulder, and Stockpiling.
- OPSS 351 Muni Nov. 2019 – Concrete Sidewalks
- OPSS 353 Muni Nov. 2019 – Concrete Curb & Gutter Systems
- OPSS 401 Prov Nov. 2018 – Trenching, Backfilling and Compacting
- OPSS 402 Prov Apr. 2017 – Excavating, Backfilling, and Compacting for Maintenance Holes, Catch Basins, Ditch Inlets, and Valve Chambers
- OPSS 404 Muni Nov. 2017 – Support Systems
- OPSS 405 Muni Nov. 2017 – Pipe Subdrains
- OPSS 407 Nov. 2020 – Maintenance Holes, Catch Basins, Ditch Inlet, and Valve Chamber Installation
- OPSS 408 Nov. 2015 – Adjusting or Rebuilding Maintenance Holes, Catch Basins, Ditch Inlets, and Valve chambers
- OPSS 410 Muni Nov. 2018 – Pipe Sewer Installation in Open Cut
- OPSS 412 Muni Nov. 2018 – Forcemain Installation in Open Cut
- OPSS 416 Muni Nov. 2018 – Pipeline and Utility Installation by Jacking and Boring
- OPSS 441 Muni Nov. 2016 – Watermain Installation in Open Cut
- OPSS 442 Muni Nov. 2020 – Corrosion Protection of New and Existing Watermains
- OPSS 450 Nov. 2018 – Pipeline and Utility Installation in Soil by Horizontal Directional Drilling
- OPSS 490 Nov. 2020 – Site Preparation for Pipelines, Utilities, and Associated Structures
- OPSS 491 Muni Nov. 2017 – Preservation, Protection, and Reconstruction of Existing Facilities
- OPSS 492 Nov. 2020 – Site Restoration Following Installation of Pipelines, Utilities, and Associated Structures
- OPSS 493 Nov. 2019 – Temporary Potable Water Supply Services
- OPSS 501 Prov Nov. 2017 – Compacting
- OPSS 506 Muni Nov. 2017 – Dust Suppressants
- OPSS 510 Muni Nov. 2018 – Removal
- OPSS 511 Nov. 2019 – Rip Rap, Rock Protection, and Granular Sheeting

- OPSS 517 Muni Nov. 2018 – Dewatering of Pipeline, Utility, and Associated Structure Excavation
- OPSS 518 Muni Apr. 2017 – Control of Water from Dewatering Operations
- OPSS 539 Muni Nov. 2014 – Temporary Protection Systems
- OPSS 706 Muni Apr. 2018 – Traffic Control Signing
- OPSS 802 Nov. 2019 – Topsoil
- OPSS 804 Muni Nov. 2014 – Seed and Cover
- OPSS 805 Nov. 2018 – Temporary Erosion and Sediment Control Measures
- OPSS 1010 Muni Nov. 2013 – Aggregates

Current OPSS – All material specification referenced in the above.

Ontario Provincial Standard Drawings (OPSDs)

- OPSD 100.010 Nov'10 Rev.4
- OPSD 100.011 Nov'06 Rev.1
- OPSD 100.012 Nov'09 Rev.2
- OPSD 100.013 Nov'09 Rev.4
- OPSD 100.050 Nov'06 Rev.1
- OPSD 100.060 Nov'06 Rev.1
- OPSD 101.010 Nov'06 Rev.1
- OPSD 101.011 Nov'06 Rev.1
- OPSD 101.012 Nov'06 Rev 1
- OPSD 101.013 Nov'06 Rev.1
- OPSD 101.014 Nov'06 Rev.1
- OPSD 101.015 Nov'06 Rev.1
- OPSD 101.016 Nov'06 Rev.1
- OPSD 101.017 Nov'08 Rev.3
- OPSD 102.010 Nov'06 Rev.1
- OPSD 103.010 Nov'06 Rev.1
- OPSD 103.011 Apr'08 Rev.2
- OPSD 200.010 Nov'09 Rev.2
- OPSD 206.010 Nov'18 Rev.2
- OPSD 206.050 Nov'18 Rev.2
- OPSD 210.010 Nov'18 Rev.2
- OPSD 210.020 Nov'18 Rev.2
- OPSD 216.021 Nov'17 Rev.3
- OPSD 219.110 Nov'15 Rev.2
- OPSD 219.180 Nov'15 Rev.2
- OPSD 219.240 Nov'15 Rev.2
- OPSD 219.260 Nov'15 Rev.2
- OPSD 219.261 Nov'15 Rev.2
- OPSD 310.010 Nov'19 Rev.2
- OPSD 310.020 Nov'19 Rev.2
- OPSD 310.033 Nov'19 Rev.1

- OPSD 310.050 Nov'19 Rev.1
- OPSD 350.010 Nov'18 Rev.2
- OPSD 400.001 Nov'18 Rev.2
- OPSD 400.010 Nov'18 Rev.4
- OPSD 401.010 Nov'18 Rev.3
- OPSD 403.010 Nov'17 Rev.3
- OPSD 404.020 Nov.'18 Rev.4
- OPSD 404.022 Nov.'18 Rev.3
- OPSD 405.010 Nov'18 Rev.4
- OPSD 600.010 Nov'12 Rev.2
- OPSD 600.020 Nov'12 Rev.2
- OPSD 600.100 Nov'12 Rev.2
- OPSD 608.010 Nov'12 Rev.2
- OPSD 610.010 Nov'18 Rev.2
- OPSD 701.010 Nov'14 Rev.5
- OPSD 701.011 Nov'14 Rev 5
- OPSD 701.012 Nov'14 Rev 5
- OPSD 701.021 Nov'14 Rev.4
- OPSD 701.030 Nov'14 Rev.4
- OPSD 701.031 Nov'14 Rev.2
- OPSD 701.040 Nov'14 Rev.4
- OPSD 701.061 Nov'14 Rev.4
- OPSD 703.011 Nov'14 Rev.2
- OPSD 705.010 Nov'19 Rev.4
- OPSD 705.030 Nov'19 Rev.4
- OPSD 706.010 Nov'14 Rev.3
- OPSD 708.020 Nov'16 Rev.3
- OPSD 802.010 Nov'14 Rev.4
- OPSD 810.010 Nov'18 Rev.3
- OPSD 1103.010 Nov'18 Rev.3
- OPSD 1104.010 Nov'18 Rev.4

Herewith is the Consent of Surety of the Tender submitted.

The Tenderer agrees that he will furnish to the Owner copies of all required subcontractor Performance Bonds and Labour and Material Payments Bonds forthwith upon execution of subcontracts with his Owner-Approved subcontractors.

The Tenderer agrees to have all the works Completed by the Time of completion as stated in the contract documents.

The "Agreement to Bond" of the Intact Insurance Company (Company), a Company lawfully doing business in the Province of Ontario, to furnish a Performance Bond and a Labour and Material Payments Bond each in an amount equal to 50 percent of the Contract Price, or in such greater amount as may be required by the Contract Documents, if this Tender is accepted, is attached herewith.

A tender deposit in the amount of $ 10 % is attached hereto.

CONSENT OF SURETY COMPANY (or submit executed form from Surety Company)

Should they be required, the undersigned Surety Company hereby consents and agrees with the Owner to become bound as Surety in all Performance Assurance Bonds required by the Contract Documents, all for the fulfillment of the Contract for the Work covered by the annexed Tender, which may be awarded to the aforementioned contractor at prices set forth in the attached Tender. The said Surety is legally entitled to do business in the Province of Ontario.

_____
Name of Company

_____
Address

Per: _____
(Executed under Seal)

Per: _____

This Tender is executed under seal at New Liskeard this 12th day

of May, 2022

Name of
CONTRACTOR: Pedersen Construction (2013) Inc.

Address: 177246 Bedard Rd. New Liskeard, ON

FOR INDIVIDUAL OR PARTNERSHIP:

SIGNED, SEALED AND DELIVERED by:

_____ (Tenderer - please print)

_____ (Signature of Tenderer)

In the presence of:

Name: _____

Address: _____

_____

Occupation: _____

FOR LIMITED COMPANY

The Corporate Seal of:

Pedersen Construction (2013) Inc. (Seal)
(Tenderer - please print)

was hereunto affixed in the presence of:

Karl Pedersen, President
Authorized Signing Officer and Title

_____
Authorized Signing Officer and Title

Note: If the Tender is by a joint venture, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above. If the Tender is submitted by or on behalf of a Corporation, it must be signed in the name of the Corporation by the duly authorized officers and the seal of the Corporation must be affixed. If the Tender is submitted by or on behalf of an individual or a partnership, a seal must be affixed opposite the signature of the individual or the partners.

ADDENDUM No. 01

The City of Temiskaming Shores
Grant Drive Extension
EXP Project No.: NWL-22000278

Issued: May 04, 2022

Prepared By: EXP Services Inc.

Requirements:

This addendum forms part of the Contract Documents and amends the original Specifications and Drawings, as noted below.

AMENDMENTS TO ITEM SPECIAL PROVISIONS

The Item Special Provisions for:

- Item 3 – Earth Excavation, Stripping
- Item 4 – Earth excavation to Subgrade

Are amended by the following:

Excess material not required within the R.O.W. shall be disposed of off site in accordance with OPSS.MUNI 180, November 2010.

Attachments:

None

The Corporation of the City of Temiskaming Shores

By-law No. 2022-102

Being a by-law to amend By-law No. 2012-101 as amended, to Regulate Traffic and Parking of Vehicles in the City of Temiskaming Shores – Prohibited Parking for 60 metre section of Whites Drive

Whereas Section 10(2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes a municipality to pass by-laws respecting the health, safety and well-being of persons; and

Whereas Sections 100 through 102.1 of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipality may make regulations regarding traffic and parking of vehicles; and

Whereas Section 102.1(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may require a person to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with any by-laws respecting the parking, standing or stopping of vehicles; and

Whereas the Council of the Corporation of the City of Temiskaming Shores adopted By-law No. 2012-101 on November 6, 2012 to regulate traffic and parking of vehicles in the City of Temiskaming Shores; and

Whereas Council considered Administrative Report No. RS-012-2022 at the June 7, 2022 Regular Council meeting, and directed staff to amend By-law No. 2012-101 to Regulate Traffic and Parking of Vehicles in the City of Temiskaming Shores to prohibit parking along a 60-metre section of Whites Drive beginning from Melville Street, for consideration at the June 7, 2022, Regular Council meeting.

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

1. That Schedule "A" to By-law No. 2012-101, as amended, be further amended by adding the following prohibited parking area in in alphabetical order to "Appendix "4" – Parking Prohibited at all Times in Designated Places", and renumbering all subsequent prohibited parking areas accordingly:

	Street	**Side**	**From**	**To**
60	Whites Drive	Both	Melville Street	Southerly for 60 metres

2. That this by-law shall come into force and take effect on the date of its final passing.

3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule

as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 7th day of June, 2022.

_____
Mayor

_____
Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2022-103

Being a by-law to adopt Terms of Reference for the Temiskaming Shores Climate Change Committee

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

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

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

Whereas Council considered Administrative Report RS-013-2022 at the June 7, 2022 Regular Council meeting, and directed staff to repeal By-Law No. 2021-111 for the Temiskaming Shores (Ad Hoc) Climate Change Committee and to prepare the necessary by-law to adopt a new Terms of Reference for the Temiskaming Shores Climate Change Committee, establishing it as a standing committee of Council, for consideration at the June 7, 2022 regular Council meeting.

Now therefore the Council of the Corporation of the City of Temiskaming Shores hereby enacts as follows:

1. That Council adopts Terms of Reference for the Temiskaming Shores Climate Change Committee identified as Schedule "A", attached hereto and forming part of this by-law.

2. That By-law No. 2021-111 be hereby repealed.

3. 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.

Read a first, second and third time and finally passed this 7th day of June, 2022.

_____
Mayor

_____
Clerk

Schedule “A” to

By-law No. 2022-103

Terms of Reference
Temiskaming Shores Climate Change Committee

Temiskaming Shores Climate Change Committee
Terms of Reference

SECTION 1 – NAME AND MANDATE OF THE COMMITTEE

1.01 The Committee shall be known as Temiskaming Shores Climate Change Committee

1.02 The mandate of the Committee shall be to review current City of Temiskaming Shores practices and their role on climate change and greenhouse gas emissions,

1.03 The Committee shall make recommendations to Council for the City of Temiskaming Shores regarding greenhouse gas emission targets, the City's role in the Federation of Canadian Municipalities Partners for Climate Protection Program and future programs to meet obligations for greenhouse gas emission targets.

SECTION 2 - DEFINITIONS

"City" The Corporation of the City of Temiskaming Shores

"Committee" The City of Temiskaming Shores Climate Change Committee

"Council" The Council of the City of Temiskaming Shores

"Pecuniary interest" A direct or indirect interest within the meaning of the municipal Conflict of Interest Act, R.S.O, 1990, chapter M.50, as amended, and any subsequent legislation thereto.

3.01 The Committee shall be comprised of the following:

1. The Mayor as per Section 45.5 of the Procedural By-Law (2008-160).
2. Two (2) members from the Council of the City of Temiskaming Shores;
3. One (1) member from Climate Action Temiskaming;
4. One (1) member from the Timiskaming Health Unit;
5. One (1) member of the general public.

SECTION 3 – COMPOSITION OF COMMITTEE

3.02 The Chair and Vice-Chair shall be appointed by Council.

3.03 The City of Temiskaming Shores Director of Recreation shall attend all meetings of the committee to lead discussion and act as a resource for members of the committee. Other City of Temiskaming Shores staff shall attend meetings at the request of the committee.

3.04 The City will assign a staff person who shall act as Secretary to the committee, and be responsible for the preparation and distribution of minutes, keeping files and records, the preparation and distribution of agendas, and as a resource for information gathering for the Committee.

3.05 Members of the Committee shall serve at the pleasure of Council without remuneration.

SECTION 4 – REPORTING RELATIONSHIP OF COMMITTEE

4.01 The Committee shall submit copies of all Committee minutes to the Municipal Clerk. Reports shall be submitted to Council through the Director of Recreation.

SECTION 5 – TERM OF OFFICE

5.01 Council members of the Committee shall sit as committee members for the term of Council

5.02 Other Members of the Committee shall serve on the Committee for the duration of the term of Council.

SECTION 6 – VACANCIES

6.01 Vacancies shall be filled by Council resolution

6.02 Any vacancy affecting the Chair or Vice-Chair shall be filled from the remaining Committee members by a majority vote.

SECTION 7 – QUORUM AND MEETINGS

7.01 A quorum for any meeting shall be a majority of the Committee members.

7.02 Formal notice of each meeting shall be given at least 48 hours in advance of the meeting. Special meetings for extraordinary purposes may be called by the Chair.

7.03 If any member of the Committee is absent from three (3) consecutive meetings without permission of the Committee duly noted in the minutes and voted upon by resolution, the member shall forfeit their seat and a vacancy on the Committee declared.

7.04 The Committee shall meet at least four (4) times per calendar year on a regular schedule set by the committee. Additional meetings or changes to the regular meeting schedule can be made at any time by committee resolution.

SECTION 8 – VOTING

8.01 Questions arising at any meeting of the Committee shall be decided by a majority vote.

8.02 Each Member shall be entitled to one (1) vote on each question arising at any meeting.

8.03 The Chair may vote on any question. In the case of an equality of votes, the Chair shall cast the deciding vote. A recorded vote may be requested on any question.

8.04 Any tied question shall be deemed to be negative.

SECTION 9 – CONDUCT OF MEMBERS

9.01 No member, individually or as a group, shall provide comment, opinion or make representation of any kind to any person or group with respect to any matter or thing relating to the function of the Recreation Services Committee or Council unless authorized to do so by a resolution of the Recreation Services Committee or Council.

9.02 Should a member knowingly violate City policies, or conducts themselves in a manner deleterious to the achievement of the mandate and vision of the Climate Change Committee in respect to their membership on the Climate Change Committee, which results in, or has the potential to result in liability/exposure to the City, Council may repeal the appointment.

9.03 No member shall make any commitments, financial or otherwise, in respect of the City or the Climate Change Committee or in any manner enter into any form of agreement, or receive other inducements or benefits either individually or as a group with respect of their membership on the Climate Change Committee.

9.04 Where applicable, members shall declare a conflict of pecuniary interest and shall at all time conform with the requirements of Section 22 – "Conflict of Interest" prescribed in the City of Temiskaming Shores Procedural By-law No. 2008-160.

9.05 The Committee shall function in accordance with Sec. 2.1 "General Provisions" prescribed in the City of Temiskaming Shores Procedural By-law No. 2008-160, as amended which reads;

> *2.1 "The rules and regulations contained in the By-law shall be observed in all proceedings of Council and shall be the rules and regulations for the order and dispatch of business of the council and wherever possible, with the necessary modifications, for all committees of Council, unless otherwise prescribed."*

SECTION 10 – POWERS

10.01 The Committee members may only exercise such powers and do such other acts and things according to these Terms of Reference and empowered by the Municipal Council of the City of Temiskaming Shores.

SECTION 11 – DUTIES OF THE CHAIR AND VICE-CHAIR

11.01 The Chair shall preside at all meetings of the Committee. During the absence or inability of the Chair to preside, the duties and responsibilities shall be exercised by the Vice-Chair.

11.02 The Vice-Chair shall preside at all meetings of the committee in the absence or inability of the chair.

The Corporation of the City of Temiskaming Shores

By-law No. 2022-061

Being a by-law to amend By-law No. 2012-019 to prohibit and regulate certain noises within the City of Temiskaming Shores – Propane Fired Bird Cannons

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 under Section 129 (a) of the Municipal Act S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws for prohibiting and regulating noise;

Whereas Council considered Administrative Report No. CS-016-2022 at the April 5, 2022 Regular Council meeting, and directed staff to amend Section 2, Section 3, and Appendix 1 of Schedule A of By-law No. 2012-019 for first and second Reading at the April 5, 2022 Regular Council Meeting; and return to third and final reading following approval of the revised short-form wording and set fines from the Ministry of the Attorney General and the Regional Senior Justice of the Ontario Court of Justice.

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

1. That Schedule "A" to By-law No. 2012-019, as amended, be further amended by adding the following definition in alphabetical order, to Part 2- Definitions of the said by-law, and renumbering all subsequent definitions accordingly:

   2.8 "**FFPPA**" Farming *and Food Production Protection Act 1998*.

2. That Schedule "A" to By-law No. 2012-019, as amended, be further amended by adding the following definition in alphabetical order, to Part 2- Definitions of the said by-law, and renumbering all subsequent definitions accordingly:

   2.18 "**Propane fired bird cannons**" means propane-fired, bird-scaring cannon – also known as a bird banger – that emits cannon like sounds.

3. That Schedule “A” to By-law No. 2012-019, as amended, be further amended by adding “Section 3.13 Propane Fired Bird Cannons” to “Part 3 General Prohibitions”:

Section 3.13 Propane Fired Bird Cannons

3.13.1 The discharge into open air of any sound emitted by propane fired bird cannons is prohibited.

3.13.2. Notwithstanding section 3.13.1., this Section does not apply to a person or agricultural use following normal farm practices in accordance with the FFPPA. Normal farm practices outline the earliest start times (30 min. before sunrise) and latest stop times (30 min. past sunset) for bird bangers no earlier than four weeks prior to the ripening of the fruit until it has been harvested.

4. That By-law No. 2012-019, as amended, be further amended by adding thereto in numerical sequence by Section (i.e., Column 2), the following Part 1 Provincial Offences Act Set Fines in Appendix “1” of Schedule “A”, and renumbering all subsequent fines accordingly, if required:

Item	**Column 1** **Short form wording**	**Column 2** **Offence creating provision or Defining offence**	**Column 3** **Set fine**
12	*Noise* caused by *propane fired bird cannons*	Section 3.13	$100.00

5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor changes 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.

Read a first and second time this 5th day of April, 2022.

Mayor

Clerk

Read a third and final time this ____th day of _____ 2022.

_____
Mayor

_____
Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2022-104

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 June 7, 2022

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 **June 7, 2022**, 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 7th day of June, 2022.

_____
Mayor

_____
Clerk