



The Corporation of the City of Temiskaming Shores  
Regular Meeting of Council  
Tuesday, April 20, 2021 – 6:00 p.m.  
Electronic Meeting

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**Agenda**

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

**Draft Resolution**

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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 Whalen

Seconded by: Councillor Laferriere

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

- a) Regular meeting of Council – April 6, 2021.

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

None

8. **Question and Answer Period**

9. **Presentations / Delegations**

- a) Yves Paille, Chair/ President and Lianne Paille, Vice-President/ Co-chair of Zack's Crib

**Re:** Temiskaming Shores and Area Safe Bed Facility - Offering support to individuals dealing with homelessness

10. **Communications**

- a) Mr. Brad Sauve, Resident

**Re:** Request to Purchase Municipal Land, 2021-03-27

**Reference:** Referred to the Municipal Clerk for processing in accordance with the Disposition of Land By-law 2015-160

- b) Nathalie Grenier-Ducharme, Direction

**Re:** l'ecole catholique Sainte-Croix, 2021-03-31

**Reference:** Received for Information

- c) Mintu John, Director of Operations

**Re:** Transit Proposal Intercity/ Intercommunity Service, 2021-04-01

**Reference:** Received for Information

d) Mr. Robert Ritchie, Resident

**Re:** Support for Zack's Crib Facility at 183 Broadwood Avenue in New Liskeard, 2021-04-06

**Reference:** Received for Information

e) Mr. Hugo Rivet, Resident

**Re:** Sidewalk Extensions in Downtown Areas, 2021-04-09

**Reference:** Received for Information

f) Northdale Manor Resident Petition

**Re:** Petition in Opposition to Zack's Crib Location at 183 Broadwood Avenue, 2021-04-12

**Reference:** Received for Information

g) Kirby and Judy Seymour, Residents

**Re:** Petition in Opposition to Zack's Crib Location at 183 Broadwood Avenue, 2021-04-16

**Reference:** Received for Information

Draft Resolution

Moved by: Councillor Hewitt

Seconded by: Councillor Whalen

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

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

*Draft Resolution*

Moved by: Councillor Foley

Seconded by: Councillor McArthur

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

- a) Minutes of the Business Improvement Area Board of Management meetings held on January 18, 2021 and on March 15, 2021.

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

None

**13. Reports by Members of Council**

**14. Notice of Motions**

**15. New Business**

- a) Notice of Motion - Ontario Provincial Police Detachment Boards (Councillor Whalen)**

*Draft Resolution*

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Whereas the Temiskaming Detachment of the Ontario Provincial Police provides service to 19 municipalities and supports 1 First Nation Police Service in its coverage area representing 20,200 residents; and

Whereas the Ministry of the Solicitor General initiated consultations on OPP Detachments Boards in January/February, 2020; and

Whereas the Ministry of the Solicitor General sent a letter to all Heads of Council and First Nations Chiefs dated March 18, 2021 requesting that municipalities and First Nation communities receiving direct and/or supplemental services from an OPP detachment submit one proposal

indicating the composition of their board and, if needed, a rationale for multiple boards and the composition of each additional board; and

Whereas the deadline to submit completed proposals to the Ministry is Monday, June 7, 2021; and

Whereas the Temiskaming Shores Police Services Board was formed in 2004 with hybrid municipal and OPP police service; and

Whereas the municipal police service was disbanded in September 2007 in favour of an OPP contract for the entire municipality with the preference that a Police Services Board be maintained; and

Whereas the Temiskaming Shores Police Services Board represents almost one-half of the population covered by the Temiskaming Detachment of the Ontario Provincial Police (9,920 residents); and

Whereas the City of Temiskaming Shores desires to maintain a Police Services Board in order to ensure effective and accountable police governance for its residents.

Now therefore be it resolved that the City of Temiskaming Shores hereby petitions the Minister of the Solicitor General to maintain the Temiskaming Shores Police Services Board as a separate entity from any proposed Detachment Board(s);

That the City of Temiskaming Shores respectfully requests support from the municipalities and First Nation covered by the Temiskaming Detachment of the Ontario Provincial; and

Further that Council directs the City Manager to contact each of the municipalities and Temagami First Nation in an effort to develop a joint proposal and rationale for multiple boards for the Temiskaming Detachment of the Ontario Provincial Police.

**b) Support - Town of Kingsville – Bill C-21, An Act to amend certain Acts and to make certain consequential amendments (firearms)**

Draft Resolution

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

Whereas municipalities have never been responsible for gun control laws in Canada; and

Whereas law-abiding Temiskaming Shores residents who own legal handguns have already been thoroughly vetted through the CFSC, PAL and ATT applications; and

Whereas illegal gun owners and smugglers do not respect postal codes; and

Whereas if one municipality enacts a ban and not a neighbouring municipality, this will create a patchwork of by-laws; and

Whereas a municipal ban would be difficult to enforce and easy to get around.

Now therefore be it resolved that The Corporation of the City of Temiskaming Shores hereby supports the Town of Kingsville's opposition to the adoption of any by-laws restricting the possession, storage and transportation of legally obtained handguns; and

Be it further resolved that this resolution be forwarded to the following public officials: The Right Honourable Justin Trudeau, Prime Minister of Canada; The Honourable Doug Ford, Premier of Ontario; Andrea Horwath, Leader of the Official Opposition; The Honourable Erin O'Toole, Leader of Official Opposition; The Honourable Anthony Rota, MP Nipissing-Timiskaming; and John Vanthof, MPP Timiskaming—Cochrane.

**c) Memo No. 017-2021-CS – 2021 Tax Ratios**

Draft Resolution

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 017-2021-CS; and

That Council directs staff to prepare the necessary by-laws utilizing the Starting Ratios for 2021, for consideration at the Regular Meeting of Council on April 20, 2021.

**d) Administrative Report No. CS-018-2021 – Site Plan Agreement: Lawrence Coulis, 522 Georgina Avenue**

Draft Resolution

Moved by: Councillor Foley

Seconded by: Councillor McAthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-018-2021;

That Council agrees to enter into a Site Plan Agreement with Lawrence Coulis for the property at 522 Georgina Avenue; and

That Council directs staff to prepare the necessary by-law to enter into a Site Plan Agreement with Lawrence Coulis for the property at 522 Georgina Avenue for consideration at the April 20, 2021 Regular Council meeting.

**e) Administrative Report No. PPP-001-2021 – Volunteer Firefighter Appointment**

Draft Resolution

Moved by: Councillor Hewitt

Seconded by: Councillor Jelly

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

That Council hereby appoints Denis Gosselin as a Volunteer Firefighters to the Temiskaming Shores Fire Department in accordance with the *Recruitment and Retention Program*.

**f) Memo No. 011-2021-PW - By-law Amendment – Sidewalk and Curb Repairs**

Draft Resolution

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 011-2021-PW; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2020-047 to extend the agreement with Pedersen Construction (2013) Inc. to October 31, 2021, for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services at various locations within the City, for consideration at the April 20, 2021 Regular Council meeting.

**g) Administrative Report No. PW-009-2021 – Loader Tender Award**

Draft Resolution

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-009-2021;

That Council directs staff to prepare the necessary by-law to enter into an agreement with J.R. Brisson for the supply and delivery of a Loader, including an extended warranty, winter tires and an auto greaser, in the amount of \$225,924.00, plus applicable taxes, for consideration at the April 20, 2021 Regular Council Meeting; and

That Council approves the purchase of appurtenances for the above vehicle with an upset limit of \$2,000.00 plus applicable taxes.

**h) Administrative Report No. PW-010-2021 – Granular M Tender Award**

Draft Resolution

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-010-2021; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited, for the supply and delivery of Granular “M” (12,000 t) in the amount of \$88,200 plus applicable taxes for consideration at the April 20, 2021 Regular Council meeting.

**i) Administrative Report No. RS-009-2021 – Riverside Farmers Market Lease Agreement**

Draft Resolution

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-009-2021; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Riverside Farmers Market for the use of Riverside Place for the

purposes of a Farmers Market on various dates from April 1, 2021 to March 31, 2026, for consideration at the April 20, 2021 Regular Council meeting.

**16. By-laws**

Draft Resolution

Moved by: Councillor Hewitt

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2021-064 Being a by-law to establish Tax Ratios for 2021

By-law No. 2021-065 Being a by-law to adopt the 2021 Water and Sewer Service Rates

By-law No. 2021-066 Being a by-law of the Corporation of the City of Temiskaming Shores to authorize the borrowing upon serial debentures in the principal amount of \$3,712,026.83 towards the cost of west road culvert, water projects, 2020 roads program, fleet replacement plan, recreation projects, IT upgrades, HLBY STP digester rehabilitation, firefighting equipment, and Haileybury Medical Centre upgrades

By-law No. 2021-067 Being a by-law to authorize the execution of a Site Plan Control Agreement with Lawrence Coulis for 522 Georgina Avenue Roll No. 5418-030-002-025.00

By-law No. 2021-068 Being a by-law to amend By-law No. 2020-047 (Agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services)

By-law No. 2021-069 Being a by-law to enter into an agreement with J.R. Brisson Equipment Ltd. for the Supply and Delivery of one (1) Articulated Four-Wheel Drive Front-End Loader

By-law No. 2021-070 Being a by-law to enter into an agreement with Miller Paving Limited for the Supply and Stockpile of Granular "M"

By-law No. 2021-071 Being a by-law to enter into a lease agreement with the Riverside Farmers Market for the use of Riverside Place for the purposes of a Farmers Market on various dates from April 1, 2021 to March 31, 2026

be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

Be it resolved that:

By-law No. 2021-064;

By-law No. 2021-065;

By-law No. 2021-066;

By-law No. 2021-067;

By-law No. 2021-068;

By-law No. 2021-069;

By-law No. 2021-070; and

By-law No. 2021-071;

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

**17. Schedule of Council Meetings**

a) Regular – Tuesday, May 4, 2021 at 6:00 p.m.

b) Regular – Tuesday, May 18, 2021 at 6:00 p.m.

**18. Question and Answer Period**

**19. Closed Session**

Draft Resolution

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

a) Adoption of the April 6, 2021 – Closed Session Minutes; and

b) Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – Interim Building Related Professional Services.

Draft Resolution

Moved by: Councillor Foley  
Seconded by: Councillor Hewitt

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

**20. Confirming By-law**

Draft Resolution

Moved by: Councillor Jelly  
Seconded by: Councillor Whalen

Be it resolved that By-law No. 2021-072 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special meeting held on **April 15, 2021**, and at its Regular meeting held on **April 20, 2021**, be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor McArthur  
Seconded by: Councillor Hewitt

Be it resolved that By-law No. 2021-072 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 Foley  
Seconded by: Councillor Laferriere

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, April 6, 2021 – 6:00 p.m.**  
**Electronic Meeting**

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**Minutes**

**1. Call to Order**

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

**2. Roll Call**

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

Present: Christopher Oslund, City Manager  
Logan Belanger, Municipal Clerk  
Kelly Conlin, Deputy Clerk  
Shelly Zubyck, Director of Corporate Services  
Mathew Bahm, Director of Recreation  
Steve Langford, Fire Chief  
Brad Hearn, IT Administrator  
Steve Burnett, Manager of Environmental Services  
Mitch Lafreniere, Manager of Transportation Services  
Julie Gregoire, Deputy Treasurer

Regrets: None

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

None.

**4. Approval of Agenda**

*Resolution No. 2021-136*

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

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

**Carried**

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

Councillor Jelly declared a Conflict of Pecuniary Interest related to **Section 10 – Communications Item n) Broadwood Avenue**, as he is chair of the District of Timiskaming Social Services Administration Board (DTSSAB).

Councillor Laferriere declared a Conflict of Pecuniary Interest related to **Section 15 – New Business, Item g) Memo No. 015-2021-CS – Haileybury Golf Club – Funding Sponsorship Request**, as he is a member of the Haileybury Golf Club.

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

*Resolution No. 2021-137*

Moved by: Councillor McArthur

Seconded by: Councillor Hewitt

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

a) Regular meeting of Council – March 16, 2021.

**Carried**

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

a) Potential Disposition of Land

**Applicant:** Richard and Judith Walsh

**Property:** Portion of Ethel Street and Portion of Laneway adjacent to 682 Latchford Street

**Purpose:** The applicant owns 682 Latchford Street adjacent to a portion of Ethel Street and to a back laneway. Owners are interested in

acquiring the subject properties to have contiguous property ownership for continued residential use.

Mayor Kidd outlined that the purpose of this public meeting is to present to Council and the public details related to proposed disposition of land, being a portion of portion of Ethel Street and a portion of Laneway adjacent to 682 Latchford Street.

The meeting also allows the public to provide comments on the proposed disposition prior to Council making a decision.

Mayor Kidd declared that this to be an open public meeting and requested the Clerk, Logan Belanger to outline the details of the proposed disposition.

Municipal Clerk Logan Belanger, utilizing PowerPoint, outlined the background related to the proposed disposition, and the subject property/ immediate area was illustrated using an aerial photograph. Two comments were received prior to the public meeting noting no objections to the proposed sale.

Notice of the public meeting was provided in accordance with the City's disposition of land By-law No. 2015-160, through posting on the City's website and in the City Bulletin.

Municipal staff provided the following comments:

- A reference plan would be required to legally describe the subject properties and laneway, as well as adopting a Stop up and Closure By-law.
- The property is made up of four (4) lots on a plan of subdivision (two lots on the east side of the lane and two lots on the west side of the lane). A deeming by-law would be required to merge the lots on title.
- Three (3) property owners located to the North of this section of Latchford Street also own the lots on both sides of the lane. Letters advising of the proposed sale were sent to these property owners, to inquire if they were interested in purchasing the portion of the lane adjacent to their properties.

Next steps would include an administrative report to Council recommending the adoption of a stop up and closure by-law for the road allowances, a purchase and sale agreement and the adoption of a deeming by-law.

Mayor Kidd stated that if there are any members of the public wanting to speak to this issue to input their comments into the chat box. The Director of Corporate Services indicated no comments were received.

Mayor Kidd inquired if there were any comments from members of Council, and no comments were received.

Mayor Kidd declared that this public meeting is closed, and Council will give due consideration to the application.

**8. Question and Answer Period**

Shelly Zubyck, Director of Corporate Services read the following questions received via email:

1. Robert Ritchie, resident, inquired if Council was going to provide support to the Niagara Region for respecting the rights of the homeless, mental health and addiction?

Mayor Kidd outlined that Council will consider the matter during the Communications Section 10 on the agenda.

2. Ida Hilson, resident, stated that people drive too fast on Market Street and at the bank corner in New Liskeard, and requested a police presence to monitor.

Mayor Kidd recommended the concern be forwarded to the Police Services Board for review. In addition, should Council approve the purchase of a portable speed indicator sign, the sign could be posted in this location.

**9. Presentations / Delegations**

None.

**10. Communications**

- a) Ms. Ida Hilson, Resident

**Re:** Presentation to Council and Petition from Market Street Residents, 2021-02-18

**Reference:** Received for Information

- b) Ministry of Natural Resources and Forestry

**Re:** Temagami Management Unit – Inspection of 2021-2022 Annual Work Schedule, 2021-03-15

**Reference:** Received for Information

- c) Frank Prevost, Mayor – Township of South Glengarry  
**Re:** Support – COVID-19 Vaccine Distribution, 2021-03-15  
**Reference:** Received for Information
  
- d) John Pegg, Ontario Fire Marshal - Ministry of the Solicitor General, Office of the Fire Marshal and Emergency Management  
**Re:** COVID-19 Relief Funding for Municipalities Program, 2021-03-16  
**Reference:** Received for Information
  
- e) The Honourable Sylvia Jones, Solicitor General  
**Re:** Update on the new Ontario Provincial Police (OPP) detachment boards under the Community Safety and Policing Act, 2021-03-18  
**Reference:** Received for Information
  
- f) Ministry of Natural Resources and Forestry  
**Re:** Inspection of 2021 – 2022 Annual Work Schedule Sudbury Forest, 2021-03-18  
**Reference:** Received for Information
  
- g) Peggy Morin, Coordinator – Centre d-education des adultes de New Liskeard  
**Re:** Donation request to offer graduates a bursary during a celebration, 2021-03-15  
**Reference:** Received for Information
  
- h) Ministry of Natural Resources and Forestry  
**Re:** MNRF-Approved Forest Management Plan Inspection, 2021-03-19  
**Reference:** Received for Information

- i) The Honourable Lisa Thompson, Minister of Government and Consumer Services

**Re:** Municipal Freedom of Information and Protection of Privacy Act Support Resolution follow-up, 2021-03-19

**Reference:** Received for Information

- j) Marissa Martin, Administrative Services Assistant - Peterborough Country

**Re:** Support – Homelessness, Mental Health and Addiction, 2021-03-19

**Reference:** Received for Information

- k) Earlton-Timiskaming Regional Airport

**Re:** Financial Statements – October 2020 and November 2020, 2021-03-23

**Reference:** Received for Information

- l) Township of Pickle Lake

**Re:** Support – Municipal Elections Act Amendment, 2021-03-25

**Reference:** Received for Information

- m) Jennifer Settington - Town of Kingsville

**Re:** Support – Bill C-21, An Act to amend certain Acts and to make certain consequential amendments (firearms), 2021-03-26

**Reference:** Received for Information

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

- n) Kirby and Judy Seymour, Residents

**Re:** 183 Broadwood Avenue, Zack's Crib, 2021-03-29

**Reference:** Received for Information

*Councillor Jelly disclosed a conflict of pecuniary interest with Communications Item 10 n), and did not participate in the discussion of the subject matter nor did he vote on Resolution No. 2021-139.*

- o) Tom Cambridge, Board of Directors Chair - Northdale Manor

**Re:** Crosswalk Lights Project, 2021-03-29

**Reference:** Received for Information

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

**Re:** Support – Planning Act Timelines 2021-03-31

**Reference:** Received for Information

Resolution No. 2021-138

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

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

**Carried**

Resolution No. 2021-139

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

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

**Carried**

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

Resolution No. 2021-140

Moved by: Councillor Foley

Seconded by: Councillor Hewitt

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

- a) Minutes of the Earleton-Timiskaming Regional Airport Authority meeting held on December 17, 2020;
- b) Minutes of the Temiskaming Shores Public Library Bord meeting held on February 24, 2021; and
- c) Minutes of the Provincial Offences Advisory Committee meeting held on March 22, 2021.

**Carried**

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

### *Resolution No. 2021-141*

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

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

- a) Minutes of the Building Maintenance Committee meeting held on March 17, 2021;
- b) Minutes of the Corporate Services Committee meeting held on March 17, 2021;
- c) Minutes of the Protection to Persons and Property Committee Meeting held on March 17, 2021;
- d) Minutes of the Public Works Committee Meeting held on March 17, 2021; and
- e) Minutes of the Protection to Persons and Property Committee Meeting held on March 24, 2021.

**Carried**

## **13. Reports by Members of Council**

Councillor Whalen commented that staff have begun spring street sweeping and reminded motorists to approach equipment with caution during this period.

Councillor Laferriere updated that he attended the funding announcement for the Temiskaming Shores Seniors Housing Corporation building.

## **14. Notice of Motions**

Councillor Whalen presented a motion regarding Ontario Provincial Police Detachment Boards for Council consideration at the April 20, 2021 regular meeting.

Draft Notice of Motion

Whereas the Temiskaming Detachment of the Ontario Provincial Police provides service to 19 municipalities and supports 1 First Nation Police Service in its coverage area representing 20,200 residents; and

Whereas the Ministry of the Solicitor General initiated consultations on OPP Detachments Boards in January/February, 2020; and

Whereas the Ministry of the Solicitor General sent a letter to all Heads of Council and First Nations Chiefs dated March 18, 2021 requesting that municipalities and First Nation communities receiving direct and/or supplemental services from an OPP detachment submit one proposal indicating the composition of their board and, if needed, a rationale for multiple boards and the composition of each additional board; and

Whereas the deadline to submit completed proposals to the Ministry is Monday, June 7, 2021; and

Whereas the Temiskaming Shores Police Services Board was formed in 2004 with hybrid municipal and OPP police service; and

Whereas the municipal police service was disbanded in September, 2020 in favour of an OPP contract for the entire municipality with the preference that a Police Services Board be maintained; and

Whereas the Temiskaming Shores Police Services Board represents almost one-half of the population covered by the Temiskaming Detachment of the Ontario Provincial Police (9,920 residents); and

Whereas the City of Temiskaming Shores desires to maintain a Police Services Board in order to ensure effective and accountable police governance for its residents.

Now therefore be it resolved that the City of Temiskaming Shores hereby petitions the Minister of the Solicitor General to maintain the Temiskaming Shores Police Services Board as a separate entity from any proposed Detachment Board(s);

That the City of Temiskaming Shores respectfully requests support from the municipalities and First Nation covered by the Temiskaming Detachment of the Ontario Provincial; and

Further that Council directs the City Manager to contact each of the municipalities and Temagami First Nation in an effort to develop a joint proposal and rationale for multiple boards for the Temiskaming Detachment of the Ontario Provincial Police.

**15. New Business**

**a) Support - Long-Term Care Homes – Halton Region**

Resolution No. 2021-142

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

Whereas the Council for the Regional Municipality of Halton adopted a resolution regarding Long-Term Care Homes at their meeting held on February 17, 2021; and

Whereas residents and staff at long-term care (LTC) homes have been disproportionately affected by COVID-19; and

Whereas in the first wave of the pandemic (March - July 2020) there were approximately 5,488 resident cases and 2,290 staff cases in Ontario and tragically 1,817 residents and seven staff lost their lives to this disease; and Whereas on 15 April 2020, Premier Ford stated, “we will stop at nothing to protect those who cannot protect themselves. Today we are launching an all-out plan to fight COVID-19 in our long-term care homes. We will fortify the iron ring of protection around our long-term care residents and those who care for them. We’ll go further in our testing, screening, surveillance, targeting the homes facing outbreaks”; and

Whereas there have been approximately 9,417 resident cases and 4,217 staff cases in Ontario in the second wave (2 September 2020-16 February 2021) and 1,869 residents and three staff lost their lives, representing an increase of resident deaths from the first to second wave; and

Whereas for-profit LTC homes have seen a disproportionate incidence of care failing to meet the standard of the Long-Term Care Act, which states that “...a long-term care home is primarily the home of its residents and is to be operated so that it is a place where they may live with dignity and in security, safety and comfort and have their physical, psychological, social, spiritual and cultural needs adequately met”; and

Whereas the Canadian Armed Forces (CAF) report dated 20 May 2020 revealed conditions including inadequate staffing levels and training, limited medical supplies, unsafe medication administration, insufficient procedures to reduce the spread of COVID-19, poor infection prevention and control standards of practice, deficiencies in infrastructure and significant concerns about standards of care including seniors calling out for help, rotting food, missed meals, seniors left in soiled diapers and linens and cockroach and bug infestations; and

Whereas similar conditions were found in the second wave, including ongoing shortages of qualified, trained staff, ineffective use of PPE to prevent COVID-19 transmission, violation of protocols and practices including one instance in which residents who had tested positive for COVID-19 had their door handles removed, physical distancing and isolation challenges from continuing to house several residents in ward rooms with a shared bathroom and ongoing infection prevention and control standard concerns, all problems that were not fixed after the recommendations of the CAF; and

Whereas the Provincial Government has launched an independent commission to investigate COVID-19 spread within LTC homes, how residents, staff and families were impacted and the adequacy of measures taken by the province and other parties to prevent, isolate and contain the spread; and

Whereas the Association of Municipalities of Ontario (AMO) has provided a Board approved submission, Improving the Long-Term Care Outbreak Response in Ontario: Submission to the Long-Term Care COVID-19 Commission, on 29 January 2021, outlining recommendations to the Commission on behalf of the municipal governments that operate 100 of the 626 long-term care homes in Ontario; and

Whereas AMO's submission puts forward 48 recommendations for action in both public and private long-term care homes across nine themes: Vision for Long-Term Care and Leadership Culture, Public Health and Safety, Planning and Communications, Staffing Measures, Care for Residents, Funding, Inspections - Enforcement and Compliance, and Mental Health and Well-Being; and

Whereas one of the key recommendations of the AMO submission is that the Ministry of Long-Term Care and Ministry of Health review the adequacy of infection prevention and control programs under the Long-Term Care Homes Act, 2007 in preventing and managing COVID-19 outbreaks, and to institute higher standards with increased funding to homes to implement these standards; and

Whereas the Canada Health Act's aim is to protect, promote and restore the physical and mental well-being of residents of Canada, and that the Federal Government provides health care funding to Provinces and Territories through the Canada Health Transfer; and

Whereas the Federal Government does not currently provide funding earmarked to support the LTC home sector, and;

Whereas the Federation of Canadian Municipalities (FCM) works with and advocates to the Federal Government to secure new tools and empower municipalities to build stronger communities; and

Whereas the operation of LTC homes is a municipal responsibility in Ontario but is of significance to the federal-municipal relationship.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby supports the Municipality of Halton Regional Council's endorsement of AMO's recommendations contained in its submission to the Long-Term Care COVID-19 Commission; and

That Council strongly urges the Provincial Government to move forward with implementation of these recommendations, including instituting higher standards with increased funding to homes to implement those standards; and

That the City of Temiskaming Shores advocate to the Federal Government to enhance federal health care funding to the Provinces and Territories, specifically dedicating funding to long-term care and to undertake further efforts to protect, promote and restore the physical and mental well-being of long-term care residents in Canada; and

That City of Temiskaming Shores requests FCM to develop a policy and advocacy position on enhanced federal support for long-term care; and

That this resolution be sent to the Prime Minister of Canada, the Premier of Ontario, the Federal and Provincial Ministers of Health and FCM for their immediate action; and that a copy be sent to AMO and the Regional Municipality of Halton for their information.

**Carried**

**b) Support – Provincial Offences Part III Prosecution**

Resolution No. 2021-143

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Whereas the *Stronger, Fairer Ontario Act, 2017* was passed by the Legislative Assembly of Ontario on December 14, 2017; and

Whereas the *Stronger, Fairer Ontario Act, 2017* enabled the Attorney General to enter into agreements with municipalities to transfer responsibility for certain prosecutions currently prosecuted by the Ministry's Criminal Law Division under Part III of the *Provincial Offences Act* (POA); and

Whereas the Ministry's effort to modernize POA prosecutions has been ongoing for over three years; and

Whereas the delay in implementing the transfer of responsibility of certain Part III POA prosecutions to municipalities has resulted in inefficiencies and additional costs; and

Whereas on November 19, 2019 the Director of Crown Operations North Region advised the City of Temiskaming Shores it was continuing its plan for a phased approach to transfer the responsibility of certain Part III prosecutions based on local site readiness and capacity to assume the responsibility; and

Whereas the City of Temiskaming Shores is responsible for the administration of POA matters in the District of Timiskaming with the exception of prosecutions under Part III of the Provincial Offences Act; and

Whereas the Timiskaming District POA Intermunicipal Advisory Committee met on March 22, 2021 and passed a resolution to indicate its readiness and capacity to assume certain Part III prosecutions under the Provincial Offences Act as enabled by the *Stronger, Fairer Ontario Act, 2017*.

Now therefore be it resolved that the Corporation of the City of Temiskaming Shores hereby petitions the Ministry of the Attorney General to honour its commitment to modernize the prosecution of Provincial Offences Act (POA) matters and transfer responsibility of permitted Part III POA prosecutions to the City of Temiskaming Shores as soon possible; and

Further that a copy of this resolution be circulated to all municipalities in the District of Timiskaming; the Federation of Northern Ontario Municipalities; and the Association of Municipalities of Ontario for their support.

**Carried**

**c) Memo No. 011-2021-CS – Collection and Write-Off Policy – Provincial Offences Act**

Resolution No. 2021-144

Moved by: Councillor Hewitt

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 011-2021-CS; and

That Council directs staff prepare the necessary by-law adopt an updated Provincial Offences Act Collection and Write-Off Policy for consideration at the April 6, 2021 Regular Council meeting.

**Carried**

**d) Memo No. 012-2021-CS – Intermunicipal Services Agreement - Provincial Offences Act**

Resolution No. 2021-145

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 012-2021-CS; and

That Council directs staff prepare the necessary by-law to enter into an updated Intermunicipal Services Agreement for the Administration of the Provincial Offences Act between the 24 partnering municipalities for consideration at the April 6, 2021 Regular Council meeting.

**Carried**

**e) Memo No. 013-2021-CS – 2020 Provincial Offences Administration Annual Report**

Resolution No. 2021-146

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 013-2021-CS, specifically the 2020 Provincial Offences Administration Annual Report, for information purposes.

**Carried**

**f) Memo No. 014-2021-CS – Deeming By-law for Edward Street**

Resolution No. 2021-147

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

Whereas the owners of property on and in the vicinity of Edward Street 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 BUCKE CON 5 PT LT 11 PCL 348 2821T, and PLAN M129NB LOTS 70 TO 76 AND 84 TO 95 PCL 9749SST, 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 April 6, 2021 Regular Council meeting.

**Carried**

**g) Memo No. 015-2021-CS – Haileybury Golf Club – Funding Sponsorship Request**

*Councillor Laferriere disclosed a conflict of pecuniary interest with Communications Item 15 g), and did not participate in the discussion of the subject matter nor did he vote on Resolution No. 2021-148.*

Resolution No. 2021-148

Moved by: Councillor Jelly  
Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 015-2021-CS;

That Council for the City of Temiskaming Shores approve the request from the Haileybury Golf Club requesting the municipality sponsor their funding application to the FCC AgriSpirit Fund in the amount of \$20,000 towards the Energy Footprint Reduction Project.

**Carried**

**h) Administrative Report No. CS-012-2021 – Small Craft Harbour Agreement**

Resolution No. 2021-149

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. CS-012-2021; and

That Council directs staff prepare the necessary by-law to enter into a five (5) year agreement with Fisheries and Oceans Canada for the Small Craft Harbour facility (Haileybury Marina) for consideration at the April 6, 2021 Regular Council meeting.

**Carried**

**i) Administrative Report No. CS-013-2021 – Timiskaming Tumblers Gymnastics Club Lease Agreement**

Resolution No. 2021-150

Moved by: Councillor Hewitt

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-013-2021; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with the Timiskaming Tumblers Gymnastics Club for the use of the Don Shepherdson Memorial Arena Hall in the amount of \$724.55 per month plus applicable taxes effective May 1, 2021 with an annual increase of 2%, for consideration at the April 6, 2021 Regular Council meeting.

**Carried**

**j) Administrative Report No. CS-014-2021 – Ontario Provincial Police Boat Slip Rental**

Resolution No. 2021-151

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No CS-014-2021; and

That Council directs staff to prepare the necessary by-law to renew an agreement with the Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure for the rental of a boat slip for the Ontario Provincial Police at the New Liskeard Marina, for an additional five (5) years, for Council's consideration at the April 6, 2021 Regular Council Meeting.

**Carried**

**k) Administrative Report No. CS-015-2021 – Asset Management Software Request for Proposal Award**

Resolution No. 2021-152

Moved by: Councillor McArthur

Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No CS-015-2021; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with ESRI Canada for the award of Asset Management Software, as detailed in Request for Proposal CORP-RFP-001-2021, for a total upset limit of \$95,784.00 plus applicable taxes for consideration at the April 6, 2021 Regular Council Meeting.

**Carried**

**l) Administrative Report No. CS-016-2021 – Land Sale and Land Acquisition**

Resolution No. 2021-153

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-016-2021; and

That Council directs staff to continue with the disposition of Bond Street in accordance with By-law No. 2015-160, by preparing the necessary by-laws to Stop and Close a portion of Highway (Bond Street), and to enter into an Agreement of Purchase and Sale with Peter Huard and Tammy Huard, for municipal real property for consideration at the March 16, 2021 Regular Council meeting; and

Further that Council directs staff to proceed with the acquisition for a portion of Edward Street, by preparing the necessary by-law to enter into an Agreement of Purchase and Sale with Peter Huard and Tammy Huard for consideration at the April 6, 2021 Regular Council meeting.

**Carried**

**m) Administrative Report No. CS-017-2021 – 2020 Annual Building and Statistics Report**

Resolution No. 2021-154

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. CS-017-2021; and

That Council directs staff to post the 2020 Annual Report - Building Permit Fees on the City's website, and to make the report available to persons or organizations in accordance with the Ontario Building Code Act.

**Carried**

**n) Memo No. 002-2021-PPP – Fire Safety Grant Funding**

Resolution No. 2021-155

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

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

That Council directs staff to prepare the necessary by-law to enter into a Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Office of the Fire Marshal for the receipt of Fire Safety Grant funding for consideration at the April 6, 2021 Regular Council meeting.

**Carried**

**o) Memo No. 009-2021-PW – Speed Indicator Sign - Purchase**

Resolution No. 2021-156

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 009-2021-PW; and

That Council directs staff to purchase a Portable Speed Indicator Sign by increasing the operating budget for traffic/safety/lights by \$4,500.

**Carried**

**p) Memo No. 010-2021-PW – Pedestrian Crosswalk Project - Deferral**

Resolution No. 2021-157

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 010-2021-PW; and

That Council hereby cancels the Lakeshore Road/ Broadway Avenue Pedestrian Light Relocation Project; and

Further that Council hereby defers the Rorke Avenue Pedestrian Crosswalk Project to 2022.

**Carried**

**q) Administrative Report No. PW-008-2021 – Rotary Splash Pad Site Preparation and Servicing Proposal Award**

Resolution No. 2021-158

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-008-2021; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for Site Preparation and Servicing for the Rotary Splash Pad in the amount of \$176,380 plus applicable taxes, for consideration at the April 6, 2021 Regular Council meeting.

**Carried**

**r) Memo No. 006-2021-RS – Timiskaming Health Unit Lease Agreement**

Resolution No. 2021-159

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 006-2021-RS; and

That Council acknowledges the execution of the Timiskaming Health Unit Lease Agreement, signed by the Mayor and Clerk in order to permit the COVID-19 Vaccination Program beginning April 5, 2021; and

That Council directs staff to prepare the necessary by-law to confirm the Timiskaming Health Unit Lease Agreement for consideration at the April 6, 2020 Regular Council meeting.

**Carried**

**s) Administrative Report No. RS-008-2021 – Don Shepherdson Memorial Arena Accessibility Project – Project Management Sole Source**

Resolution No. 2021-160

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-008-2021; and

That Council direct staff to prepare the necessary by-law to enter into an agreement with Greenview Environmental Management for project tendering and construction contract administration in the amount of \$53,320 plus applicable taxes for consideration at the April 6, 2021 Regular Council meeting.

**Carried**

## 16. **By-laws**

### Resolution No. 2021-161

Moved by: Councillor Hewitt

Seconded by: Councillor McArthur

Be it resolved that:

By-law No. 2021-043 Being a by-law to repeal By-law No. 2020-090 (appointment of Clayton Seymour as a Municipal Law Enforcement Officer)

By-law No. 2021-044 Being a by-law to appoint an Interim Chief Building Official – Michael Pilon (Repeals 2016-060 – Appointment of Clayton Seymour)

By-law No. 2021-045 Being a by-law to amend By-law No. 2005-122 (Appointment of Jennifer Pye and Gabriel Tasse as Fence Viewers under the Line Fences Act)

By-law No. 2021-046 Being a by-law to amend By-law No. 2005-110 (Appointment of Gabriel Tasse as a Livestock Valuer under the Livestock, Poultry and Honey Bee Protection Act)

By-law No. 2021-047 Being a by-law to appoint Mathew Bahm as a Weed Inspector for the City of Temiskaming Shores (Repeals 2020-073 – Appointment of Clayton Seymour)

By-law No. 2021-048 Being a by-law to adopt a Provincial Offences Act Fine Collection and Write-Off Policy

By-law No. 2021-049 Being a by-law to authorize the execution of an Intermunicipal Agreement with Municipal Area Partners with respect to the Provincial Offences Act (Repeals Town of Haileybury By-law No. 2000-065)

By-law No. 2021-050 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

Edward Street (Roll No. 54-18-030-011-139.00, 5418-030-011-162.50.00)

- By-law No. 2021-051 Being a by-law to enter into a Lease Agreement with Her Majesty the Queen in Right of Canada, represented by the Minister of Fisheries and Oceans, for the Small Craft Harbour facility (Haileybury North Marina and Harbourplace Pavilion)
- By-law No. 2021-052 Being a by-law to enter into a Lease Agreement with the Timiskaming Tumblers Gymnastics Club for the Don Shepherdson Memorial Arena Hall
- By-law No. 2021-053 Being a by-law to amend By-law No. 2011-048 (OPP Boat Slip)
- By-law No. 2021-054 Being a by-law to enter into an Agreement with Esri Canada Limited for Asset Management Software
- By-law No. 2021-055 Being a by-law to Stop up and Close a Highway – Bond Street
- By-law No. 2021-056 Being a by-law to authorize the Sale of Land to Peter Huard and Tammy Huard
- By-law No. 2021-057 Being a by-law to authorize the Purchase of Land from Peter Huard and Tammy Huard
- By-law No. 2021-058 A by-law to execute a Transfer Payment Agreement with Her Majesty the Queen in Right of the Province of Ontario as Represented by the Office of the Fire Marshal for a Fire Safety Grant
- By-law No. 2021-059 Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Rotary Splash Pad Site Preparation and Servicing
- By-law No. 2021-060 Being a by-law to enter into an agreement with the Timiskaming Health Unit for the lease of the Don Shepherdson Memorial Arena Dry Floor for use as part of the COVID-19 Vaccination Program
- By-law No. 2021-061 Being a by-law to enter into an agreement with Greenview Environmental Management Limited for project tendering and construction contract administration for the Don Shepherdson Memorial Arena Accessibility Project

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2021-162

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

Be it resolved that:

By-law No. 2021-043;	By-law No. 2021-053;
By-law No. 2021-044;	By-law No. 2021-054;
By-law No. 2021-045;	By-law No. 2021-055;
By-law No. 2021-046;	By-law No. 2021-056;
By-law No. 2021-047;	By-law No. 2021-057;
By-law No. 2021-048;	By-law No. 2021-058;
By-law No. 2021-049;	By-law No. 2021-059;
By-law No. 2021-050;	By-law No. 2021-060; and
By-law No. 2021-051;	By-law No. 2021-061;
By-law No. 2021-052;	

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

**Carried**

**17. Schedule of Council Meetings**

- a) Regular – Tuesday, April 20, 2021 at 6:00 p.m.
- b) Regular – Tuesday, May 4, 2021 at 6:00 p.m.

**18. Question and Answer Period**

Shelly Zubycck, Director of Corporate Services read the following questions received via email:

- 1. Mike Shinner, resident inquired when the City will begin fixing the roads?

Mitch Laferriere, Manager of Transportation outlined that road work will begin the first week in June. Councillor Jelly noted that staff have been out with the patcher repairing potholes.

Councillor Foley requested if the section on Rorke Avenue near École Catholique Sainte-Croix could be considered for the portable speed indicator sign.

**19. Closed Session**

Resolution No. 2021-163

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council agrees to convene in Closed Session at 7:12 p.m. to discuss the following matters:

- a) Adoption of the February 16, 2021 – Closed Session Minutes; and
- b) Section 239(2)(h) of the Municipal Act, 2001 – Information explicitly supplied in confidence to the municipality – Transport Canada (Radley’s Hill Road Rail Crossing)

**Carried**

Resolution No. 2021-164

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

Be it resolved that Council agrees to rise with report from Closed Session at 7:22 p.m.

**Carried**

**Matters from Closed Session**

**Adoption of the February 16, 2021 Closed Session Minutes**

Resolution No. 2021-165

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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

- a) Closed Session Minutes from the Regular meeting of Council – February 16, 2021.

**Carried**

**Section 239(2)(h) of the Municipal Act, 2001 – Information explicitly supplied in confidence to the municipality – Transport Canada (Radley’s Hill Road Rail Crossing)**

Staff presented a letter from Transport Canada, dated March 19, 2021 for information and for direction.

Council for the City of Temiskaming Shores adopted By-law No. 2021-062 in Closed Session, to provide direction and instruction to officers, employees or agents of the municipality, in accordance with Section 239 (6) of the Municipal Act.

Upon notification by Transport Canada to authorize disclosure, By-law No. 2021-062 will become a public document.

**20. Confirming By-law**

Resolution No. 2021-166

Moved by: Councillor Hewitt

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2021-063 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 April 6, 2021 be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2021-167

Moved by: Councillor Foley

Seconded by: Councillor Whalen

Be it resolved that By-law No. 2021-063 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**21. Adjournment**

Resolution No. 2021-168

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that Council hereby adjourns its meeting at 7:24 p.m.

**Carried**

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Mayor- Carman Kidd

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Clerk - Logan Belanger



## Temiskaming Shores and area Safe Bed Facility

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Offering support to individuals dealing with homelessness

Zack's Crib, at this time, is a group of community oriented individuals working towards developing and establishing a safe bed facility for any adult; **men, women, and otherwise identifying**, who are dealing with homelessness.

### **Vision**

"To end homelessness in Temiskaming Shores and Area."

### **Mission**

"Promote, coordinate and provide services that alleviate and prevent homelessness."

# What We Do

## Lending a Helping Hand

Founded in 2018, the Zack's Crib team has been working hard with the help of our volunteers and community as a whole, to raise money to get a safe bed facility up and running for Temiskaming Shores and area. Our work is dedicated to funding, developing and establishing, a safe bed facility at this time. This project will develop in phases and the ultimate goal is to offer this community an in-house program to assist individuals who are dealing with homelessness and the issues that led to the predicament.

Phase 1 will be a safe bed facility.

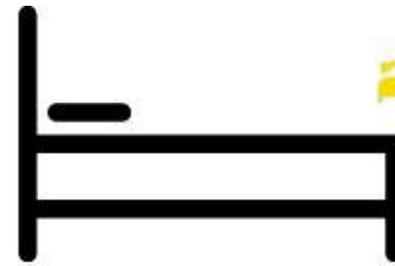
Our safe bed facility will provide a bed (pod) between the hours of 8 pm to 8 am, with the support of qualified, on-site staff.

# Our Cause

The Zack's Crib project came to fruition when some parents who were struggling to find the right services for their son, started talking to other people who were either living similar situations or wanted to help. The reality today, is that we are having to work hard to find the appropriate resources to access the help people need.

These people are our children, our parents, our loved ones and they are in dire need of support. One of the most fundamental needs is that of adequate housing, something that is lacking not just in our community, but in most others as well. Our goal is to start by offering a safe bed to those dealing with homelessness. From there, once we are established and have developed a better understanding regarding the needs in our community, we hope to grow and offer more in depth services and support. What this will look like, our team has yet to establish. With our community members' help, the great volunteers we work with, and our amazing board members, we expect to make immense progress in helping this community address homelessness and the causes; the issues that lead the predicament.

# PHASE 1



 ZACK'S CRIB

## Phase 1

Phase 1 is the development and establishment of a safe bed facility for our community.

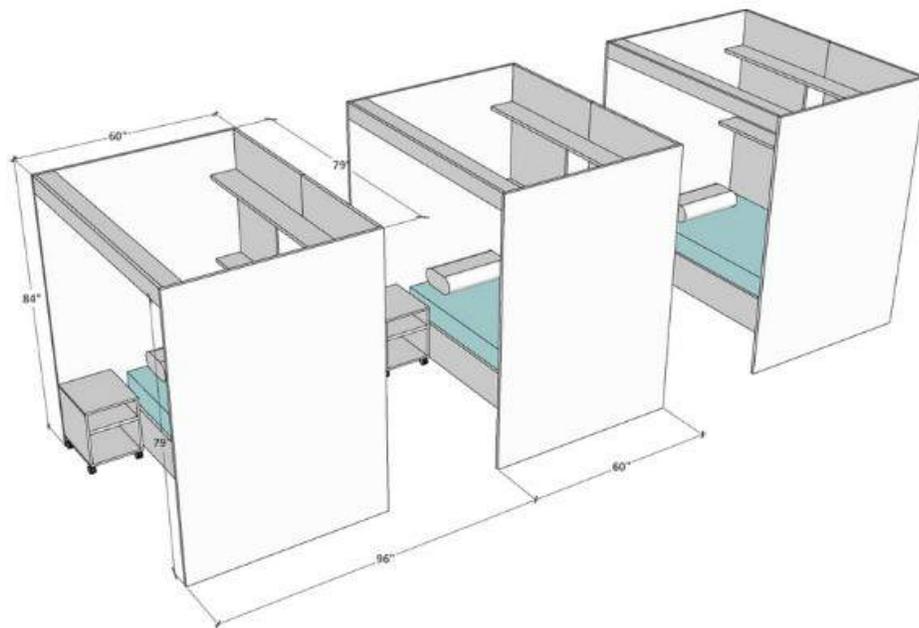
The safe bed facility will open in the evening for the duration of the night and patrons will be provided a pod (bed with privacy - see example on next page), nutrition, shower and bathroom facilities as well as laundry facilities.

The safe bed facility will operate in accordance with the current Covid 19 physical distancing regulations, and PPE will be worn by, and provided to, anyone entering the facility.

Protocols and rules, following Ministry guidelines will be in place to ensure the safety and protection of Zack's Crib staff, volunteers, and clients.

Staffing will consist of both qualified employees and trained volunteers. Training and appropriate certification will be necessary and provided to all staff and volunteers that will work with clients at the safe bed facility.

Sleeping Pods for clients - Zack's Crib Safe Bed facility  
Temiskaming Shores, ON



# **Zack's Crib, Safe Bed Facility - Procedure Handbook**

## **Beginning Your Shift**

- Before your shift, if you are unwell, have a fever, cough or any other illness; please notify your Supervisor/Manager with as much notice as possible.
- Staff must record self-screening before each shift and keep on file for a minimum of 30 days. Self-screening includes: Answering screening questions and taking temperature.
- Staff will use the specified/designated door when they arrive for their shift.
- Staff must wash their hands immediately on entrance into the Warming Center and follow whatever protocol is in place at the time of their shift.

## **Staff Information**

- Staff desk is located in the triage area as well as upstairs. Clients are not to enter the taped off area around desk.
- Panic buttons must be worn but ABSOLUTELY MUST remain on site. Taking them off site for any reason will cause the panic system to enter a "Trouble" state, jeopardizing the safety of your fellow staff members. (the Zack's Crib team has yet to research this system but will have a similar system in place)
- Client files, policies, forms, etc. are all kept in the filing cabinet beside staff desk in lower-level triage area, under lock and key. Please keep locked at all times.
- Staff bathroom – staff can use the designated bathroom on the main floor. No clients are allowed in that area.
- Security cameras are set up: locations of said cameras will be listed here once the building is functional and the cameras have been installed.
- Walkie-Talkie is available for staff to use if needed. Zack's Crib's team shall research this option and purchase closer to the date of opening.
- Staff computers are for staff only.
- Kitchen will be accessible to staff and clients for mealtimes. Specific times will be listed at the kitchen entrance as well as well defined guidelines for use of kitchen and anything in the area. Clients must have been given the tour and instructions before being involved in any food serving whatsoever. Food preparation will be entirely dealt with by staff. Staff and clients must sanitize their hands before entering kitchen, after handling food, after eating and during serving to avoid cross-contact with others. If staff and clients are not able to social distance in the Kitchen, masks must be used. Wash hands often. Use gloves when cleaning trays or items used by others.
- Warming Center phone number will be: YET TO BE DETERMINED

- Available parking will be clearly marked for staff to easily identify. Emergency vehicles will also have clearly indicated spaces to allow easy access should we need assistance.
- Internet will be accessible to staff only. Staff will have the ability to allow access to clients but ONLY ON AN AS NEEDED BASIS (if they need to contact family to let them know where they are or need to follow-up with medical, education, judicial or other professional service providers. The latter will not often be the case given the hours of operations for the safe bed facility). The password will be changed regularly, and staff will be provided with the password every time it is changed.

**BEFORE THE CENTER OPENS FOR THE EVENING STAFF WILL:**

- Inspect center bathrooms to ensure area is clean and safe.
- Always make sure panic button in on their person.
- Make sure pods are all placed within the designated areas to ensure social distancing while clients are sleeping.
- Place pillow, sheets, and blankets on cots for clients to use.
- Ensure evening snack has been decided and take out to warm if needed.
- Turn computer on and have all systems ready for intake.
- Ensure security cameras are always on.
- Start a load of wash (blankets/sheets) if laundry needs to be done.
- Review previous night communication log and check email for any important information.

**Screening Clients**

Step 1:

AT TRIAGE DOOR:

- Staff members and volunteers will wear masks unless exempt.
- Staff will provide all clients with a mask immediately upon entering the building.
- Staff will open the door and gesture for the client to come in and explain where to position themselves upon entry. There will always be clear indicators to identify the areas the clients and staff members shall stand or sit in/at.
- Staff ask clients screening questions (Health Unit approved).

Step 2:

IF CLIENT PASSES SCREENING:

- Client comes inside to staff desk, sanitizes hands, does their temp check, and signs in. Intake completed at this time if the client is a new visitor.

- Staff sanitizes pen, thermometer, and area adequately for each intake.

#### IF CLIENT DOES NOT PASS SCREENING

- Specific measures will be in place if:
  - Clients are awaiting a COVID test result.
  - Client have been around someone who has tested positive for COVID.
  - Client has crossed the border within the last 14 days.
- They will be allowed in if:
  - Client has just developed new symptoms but,
  - Symptoms are attributed to something else (i.e. chronic cough or another diagnosis provided by client).
- If displaying any symptom of COVID-19, the client will sanitize their hands and any other items that others would come into contact with, upon entry. Client will also complete a temperature check, and will NOT sign in. Clients will put their items in a locker that is furthest away from other guests' lockers and they will be directed to a designated isolation area. Staff will provide the client with an info sheet about the next steps (where to go in morning, how they can access washroom and food during their stay, and when they must wear mask). The isolation area and all instructions to follow in order for this said isolation area to be as effective as possible, will be determined with the help of qualified medical professional as the centre goes through renovations, before we open our doors to clients, staff and other guests (visitors such as ministry officials, etc.).
- If the client is a new visitor to the centre, intake will be completed by staff from 6 feet away. Staff will complete said intake, and the sign in process on behalf of client.

#### PLEASE NOTE:

Clients will be asked to take their own temperature using the supplied thermometer. If staff must assist, staff will need to wear a mask while screening due to not having a safe social distance while taking temperatures.

Please use sanitizer between each person's temperature check and wipe the thermometer. All sanitization material and tools will be available to staff at all times and placed in easily accessible areas.

## **Intake Process**

Required at intake:

- Intake form – staff will help clients complete the intake forms if clients are having trouble or distress in completing the forms themselves. All staff must wait for the client to ask for assistance or can voice their willingness to help if they see that the client is struggling with asking for help. All fields are to be filled out. Ensure you are getting the correct response to the question and review the intake form while the client is still with you to ensure that all information is correct. This is a two-step verification process that ensures accuracy and the completion of all necessary intake forms.
- If client has one, a Picture or ID (photo copy or scan ID) must be on file for easy recognition and identification during stay.
- Clients must sign Rules sheet and Sign in sheet.
- Staff must provide all clients with a copy of the centre rules.
- Staff must provide client with a COVID processes and information sheet, including what to expect for food, sleep, bathroom, handwashing, lockers, TV and general functioning at the centre during their stay.

If the person has not passed screening, but is allowed to stay (i.e. just developed symptoms, or only has one symptom), staff will:

- Put on a gown, mask and face shield.
- Direct client to separate area and follow process as laid out under COVID screening. One bathroom will be designated and marked as an isolation washroom.

## **Lockers**

- All personal belongings are to be placed in a locker. The client's locker number will be tracked on the client's case notes.
- Clients must empty their pockets. Clients will be given a clear plastic bag to place items removed from pockets. These too will be placed in the locker.
- If a client has drugs and/or weapons on them – they can also put these in their assigned locker. If they refuse to put these items in their locker, they will be asked to leave. To clarify, weapons that are legal to possess only, are accepted in the centre. These items included but are not limited to a pocketknife, a keychain with tools on it, items like these. The staff will decide whether the items are considered dangerous weapons and if required, the law enforcement will be involved should the weapon be illegal and necessitate immediate removal from the premises.
- Once the client has placed their possessions in their assigned locker, the lock will be given to the worker until the clients leave in the morning.

- If the client smokes cigarettes – they can place a cigarette and lighter in a zip lock bag to have a smoke at 10:45 pm. This will remain in a marked bin with staff.

### **Transportation**

- No transportation will be provided to any client by staff.

### **Signage**

- The following signage will be posted around the building/bathroom/kitchen:
  - How to practice social distancing;
  - What to do if they begin to feel unwell;
  - Meal schedule;
  - Rules and responsibilities;

### **Harm Reduction**

- All steps will be taken to support clients who are active substance users. We are not qualified medical professionals and we will be accessing medical advice if the situation calls for it.

### **Client Consent**

Clients of the Zack's Crib Safe Bed facility are voluntarily agreeing to comply, respect and abide by the rules posted in the centre. They are always committed to practicing social distancing and understand that staff will be enforcing this.

It is important when entering the Warming Center that the clients understand the program parameters including what is and what is not provided, what their rights are, and what they are responsible for.

This program overview, rights and responsibilities will be reviewed by staff with all clients at intake, with the waiver/agreement signed before the client is allowed in the Safe Bed Facility.

**As a client of the Zack's Crib Safe Bed Facility, they are to understand and fully agree that:**

1. They are a voluntary client of Zack's Crib;
2. That while at the centre, staff will provide them with an evening snack and breakfast, help in meeting basic needs (as available and appropriate) and support them in protecting themselves and others during their stay.

This will include:

- Practicing social distancing at all times.
  - Evening snack.
  - Breakfast between at specific, determined time.
  - Morning wake-up calls will begin at a specific time.
  - Clients will be asked to clean up their sleeping area at a specific time.
  - All clients will be asked to leave by a specific time.
- They are to understand that if their health condition(s) changes or worsens, such as having difficulty breathing, or feel very unwell, they **will put on a mask and immediately notify program staff.**

**Client (Re) Entry and Exit**

- Clients of Zack's Crib Safe Bed facility are participating in the program **voluntarily.**
- **Once clients are in the Center for the evening they are to remain in the Center. If they leave they are not allowed back in that evening.**
- Clients will be allowed one smoke break at 10:45 pm
- Doors are locked at 11 pm. No one will be allowed back in or allowed in after 11 pm.

**Food/Meals**

- When staff comes in for their night shift, they must decide on a snack for the evening. If items in the fridge must be warmed up, staff must prepare for that (crock pot, stove).
- Evening meal is to be ready for a specific time, and only available between a determined time period.
- All meals must be individually served. Staff will put the food on tray and one person at a time will be served their tray. All serving dishes and utensils are disposable for the duration of the Covid protocol/guidelines or until otherwise advised.
- Staff will prepare to serve each client individually by tray. No one is allowed to be served by buffet style (not even coffee).

- Clients will be given a tray with the condiments, food, utensils on it. Whatever is not used will be thrown away.
- Client will throw garbage away and will leave trays in a designated area for staff to clean.
- Staff will wear gloves when washing trays, handling trays and handling any foods.
- Staff will need to start preparing for breakfast at 5:30 am.
- Breakfast will be served only between 6:30 am- 7:00 am. Same process as evening meal.

### **Laundry**

- Staff is to ensure that blankets and sheets are washed and put away every night. Staff will wear gloves when touching dirty laundry.
- Clients can use washer/dryer if needed and depending on availability, but blankets are priority for accessing the machine. Clients will be given access to washer and dryer if staff deems appropriate.

### **Staff and Guests Have The Right To:**

- Be treated with respect, dignity and without discrimination.
- Feel safe.

### **Clients Have The Responsibility To:**

- Treat others with respect, and be accountable for their actions.
- Act in ways that protect the health and safety of other clients and staff, including:
  - Practicing social distancing and washing hands regularly;
  - Informing staff if they begin to feel unwell or show any signs or symptoms related to COVID-19.
  - Wear masks while walking throughout the Center and where they are not able to social distance.

### **Health and Safety**

- Warming Center will be equipped with 2 First Aid Kits for each level within the building – these will be located in the Intake Office and the kitchen for the lower level and in the upstairs office as well as the top of the stairs to allow easy access.
- Naloxone will be stored and kept in the Kitchen, Intake Office, general office on the second level and near the south facing entrance.
- Vinyl gloves must be worn when cleaning and when handling any food items.

## **When Medical Support Is Needed**

- Zack's Crib staff will be fully trained and will be/are responsible for supporting clients.
- Zack's Crib **is not designed to assess or monitor clients' medical conditions** nor are staff in any way responsible for providing advice or providing medical care.
- That said, clients of facility Center.
- Clients will have agreed that they will self-identify new or worsening conditions to staff, including recent substance use.
- Staff are to call 911 if clients:
  - Are experiencing breathing distress, including shortness of breath;
  - Are having difficulty swallowing;
  - Have a blue tinge to lips, fingers or extremities;
  - Are experiencing chest pain;
  - Are unable to be roused;
  - Are experiencing excessive withdrawal symptoms that have been deemed dangerous and a possible threat to their overall well being.

Naloxone will be available onsite, and all program staff will be trained to use them.

## **Medication**

- Clients will have all personal medication locked in their locker and will be required to take any medication prior to entering. Emergency medication (i.e. emergency inhalers, EPI pens) can be provided to staff to keep in a clear plastic bag and returned to clients in the morning. Staff is not responsible for medication administration, monitoring, or logging as we are not a medical facility.

## **Cleaning Routine**

- Keeping Zack's Crib Safe Bed facility clean will be of the utmost importance for everyone working and staying there.
- In regards to client sleeping area:
  - Clients are responsible for making their bed;
  - There will be fresh linens and pillows available near the laundry machines if extras are required;
  - If garbage become full, staff will remove and dispose of garbage bags in garbage bin outside in parking lot; when the bin is full staff will notify Manager for removal.

- Staff will be responsible for keeping the rest of the centre free and clear of debris and clutter.
- Staff should be disinfecting hard surfaces that are being touched regularly. These include:
  - Door handles
  - Surfaces where food is prepared
  - Phone, keyboards or other types of shared technology
  - Bathrooms
  - The desk area, other staff common spaces
  - Kitchen
  - Tables/Chairs
  - Hand railings
  - Soap and sanitizer dispensers
  - Pens and pencils
- When cleaning you must be wearing gloves.

### **Frequency of Cleaning**

Surfaces and items at higher risk of transmitting microorganisms within the center should be cleaned and disinfected more frequently. When determining the appropriate frequency of cleaning and disinfection, the following principles apply:

- High-touch surfaces and items require more frequent cleaning and disinfection than low-touch surfaces and items.
- Heavily contaminated surfaces, items and equipment require more frequent cleaning than those that are moderately or lightly contaminated.
- All surfaces that would be touched in washrooms should be thoroughly cleaned each shift at least once.
- In addition to routine cleaning, surfaces that have frequent contact with hands should be cleaned and disinfected twice per day and when visibly dirty. Examples include doorknobs, light switches, toilet handles, counters, handrails, touch screen surfaces and keypads.

### **Documentation & Incident Reporting**

- Center staff will document case notes on every client each day and complete a communications log at the end of the shift which will be forwarded to the general email for Zack's Crib to have a hard copy/record that is easily accessible to all staff at all times but kept private and secure. Documentation and incident report writing must still be completed as well.

## **De-Escalation Strategies**

Be mindful that participants staying at the center may likely feel uneasy, as this is an incredibly stressful time for everyone, add on the layers of being homeless, with the possibility of struggling with mental health and addictions, and we can expect that clients may be increased irritability. The following tips may be helpful to consider:

- Being in a confined space is *very difficult for most people* and for some may bring up negative memories or a trauma response.
- Validate the person's feelings.
- Use a calm, quiet voice. If an individual becomes loud, maintain your voice at a calm quiet level, and consider slightly slowing your rate of speech. Our calm voice is an important grounding strategy to guide our clients back to calmness.
- Contacts for Mental Health, Addiction issues and the Crisis Response line will be provided and easily accessible.
- Be aware of your physical presence and location in relation to the client and the exit. In addition to the social distancing you are practising, ensure your body language does not present as aggressive or imposing.

\*\*\*If at any time the staff member feels unsafe, they are to move to a safe area (staff office) and call Police to assist. \*\*\*

## **Infection Prevention and Control within the Program**

Respiratory viruses, such as COVID-19 are primarily transmitted by large respiratory droplets. Some organisms can remain viable for up to 24 hours, after landing on hard surfaces. General control measures including environmental cleaning, wearing appropriate PPE, and hand hygiene will interrupt this mode of disease transmission.

### **Hand hygiene**

The hands of care providers are the most common vehicle for the transmission of microorganisms from person-to-person, from person to equipment and the environment, and from the environment to the person.

Alcohol-based hand rubs containing 70% alcohol are the preferred method of hand hygiene when hands are not visibly soiled and soap and water is not easily available. Sanitizer should be applied to all surfaces of hands and fingers until they are dry. If there is visible soiling, hands must be washed with soap and running water for at least 20 seconds, and dried with a clean towel or air dried.

### **Always use hand hygiene:**

1. Before preparing, handling, serving or eating food.
2. Before initial person/person environment contact.
3. After person/ person environment contact.
4. After body fluid exposure risk and contact with blood, body fluids, secretions, etc.
5. After contact with items known or considered likely to be contaminated with blood, body fluids, secretions and excretions, including respiratory secretions (e.g. used tissues and other items handled by people).
6. Immediately after removing gloves and other PPE.
7. After using the washroom.
8. After touching the garbage or laundry.
9. After touching shared items, such as sanitizer pump, pens, door handles, etc.

### **Advise clients to use hand hygiene:**

1. After using the washroom.
2. Before and after meals.
3. Before and after shared activities.
4. When leaving and returning to their room.

### **Cleaning**

Good environmental cleaning practices are essential for reducing the risk of transmitting infectious diseases and minimizing the risk of injury. Environmental cleaning should be performed on a routine basis to provide for a safe and sanitary environment. Processes should be in place to ensure that regular and effective cleaning is occurring consistently.

### **Surfaces**

- If surfaces are dirty, they should be cleaned using friction with a detergent or soap and water prior to disinfection.
- Wipes and Cleaning liquids will be the primary product used at the Center.
- Cleaning checklist must be followed

### **Personal Protective Equipment**

- Staff will have gloves, masks, shields and gowns available to staff:
- PPE should be worn when:

- Staff are unable to practice social distancing and with a client who is demonstrating symptoms of COVID-19;
- When screening
- When collecting waste bags;
- Gloves must be worn when cleaning and changed between tasks and areas.

### **Appropriate Glove Use:**

- Put on gloves immediately before the activity for which they are indicated.
- Perform hand hygiene before putting on gloves for a clean/aseptic procedure.
- Remove carefully and discard gloves immediately after the activity for which they were used and discard in any garbage receptacle.
- Perform hand hygiene immediately after glove removal.

### **Additional considerations:**

- Gloves should be used as an additional measure, not as a substitute for hand hygiene.
- Gloves are recommended when providing care involving direct contact with an ill person.
- Gloves should be put on before entering and removed prior to leaving the person's room or dedicated bed space.
- Gloves are task-specific and single-use for the task. Gloves should be changed between dirty and cleaner procedures on the same area.
- Gloves that fit snugly around the wrist are preferred for use with a gown because they will cover the gown cuff and provide a better barrier for the arms, wrists and hands.

### **Masks**

- Masks are recommended when providing care involving direct contact with ill people or when within 2 metres of coughing people. A mask is used to protect the mucous membranes of the nose and mouth when it is anticipated that procedure or care activity is likely to generate splashes or sprays of blood, body fluids, secretions or excretions, or when within two metres of a coughing person.

### **Appropriate Mask Use:**

- Select a mask appropriate to the activity.
- Secure mask over nose and mouth.
- Change mask if it becomes wet.
- Do not touch mask while wearing it.

- Remove mask correctly immediately after completion of task and discard into an appropriate waste receptacle.
- Do not allow mask to hang or dangle around the neck.
- Clean hands after removing the mask.
- Do not re-use disposable masks.
- Do not fold the mask or put it in a pocket for later use.

**Additional Considerations:**

- For the care of a person with respiratory illness, put a surgical mask on the person, if tolerated; whenever the person is not in his/her room (e.g. transfer to hospital). If masks are not available or not tolerated, people should be encouraged to use another method to cover their mouth and nose when coughing or sneezing (e.g., tissue).
- Change masks if they become wet, or contaminated by secretions.
- Remove mask with clean hands before caring for another person, and when leaving the persons dedicated environment.
- Handle masks only by the strings/ ties, to prevent self-contamination.
- Change masks according to the manufacturer's recommendations.
- Perform hand hygiene before and after mask removal.

**Reviewed April 13<sup>th</sup>, 2021**

**Zack's Crib**

## Zack's Crib Warm Bed Facility Rules

*Please read carefully before signing*

For the safety of clients, staff and myself I have read, understand and agree to comply with Zack's Crib's Rules:

1. There is **no** alcohol or drugs allowed in building or on the premises.
2. There is no smoking and vaping in the building.
3. There are no weapons allowed in the building.
4. There is no violence or aggressive behavior tolerated in the building or on the premises.
5. Clients are to respect all guests, clients and staff of Zack's Crib.
6. There is no sexual contact allowed amongst clients and/or with staff or guests of Zack's Crib.
7. Clients are not allowed to bring items into the building. All items (backpacks, water bottles, jackets, etc.) will be locked in a locker upon intake.
8. After such time, you will not be allowed to bring anything into the building. Your pockets will be checked and emptied. You will only be allowed to enter the sleeping space with the clothes you have on.
9. No outside personal blankets or pillows are allowed in the building.
10. Clients are to clean up after themselves. Clients are responsible to clean and sanitize your sleeping area each morning before leaving. Clients are to place blankets, and sheets in the laundry basket each morning to be washed. A checklist to follow will be provided.
11. Washer and dryers will be provided only if needed. Due to the amount of sheets and blankets that will be required to be washed, laundry facility for clients will be limited.
12. Clients are not allowed in or out of the building between entering and leaving for the day. Once you have entered the building you are asked to remain in the building for the night. If you smoke, you will be allowed to leave for one smoke break at 10:45 pm. Anyone who leaves after that will not be able to return for the night.

13. Clients are only allowed to use the intake door, which will be marked. All remaining doors are locked.

14. COVID-19 screening will happen each night upon intake.

15. Hours of operation are: to be determined. Doors are locked at 11 pm. If you leave anytime during entry you will not be allowed to return. (one smoke break allowed at 10:45 pm before doors are locked)

16. Meals will be provided:  
to be determined.

17. All guests/clients/staff are to respect and practice social distancing 6 feet (2 meters).

18. All clients/staff are to wear masks when walking throughout the building. Once seated or laying down, masks can be removed provided you are still able to maintain safe social distancing.

### **COVID SCREENING:**

All clients will be screened at the Front Door and asked to put on a mask and sanitize their hands.

#### **IF CLIENT PASSES COVID SCREEN SCREENING**

- Client comes inside to staff desk, sanitizes hands, does their temperature check, and signs in. Intake completed at this time if new visitor.

#### **IF CLIENT DOES NOT PASS SCREENING**

- They will be turned away and not allowed in if:
  - They are awaiting a COVID test result
  - They have been around someone who has tested positive for COVID
  - Crossed the border within 14 days
- They will be allowed in if:
  - They have just developed new symptoms but,
  - Symptoms are attributed to something else (i.e. chronic cough or another diagnosis provided by client).
- If displaying any symptom of COVID-19, client will sanitize upon entry, complete temperature check, and will NOT sign in.

They will put their items in a locker that is furthest away from other guests' lockers and they will be directed to isolation area. Staff to provide client with info sheet about next steps (where to go in morning), how they can access washroom and food during their stay, and when they must wear mask.

- If it is a new visitor to the centre, intake will be completed by staff from 6 feet away. Staff will complete intake and sign in process on behalf of client.

19. Zack's Crib reserves the right to create/change rules and processes to improve the safety of everyone and/or quality of programming. These rules will be communicated in writing to all guests as applicable.

I acknowledge that I have carefully read and fully understand Zack's Crib rules.

Any violation will result in a warning or immediate ban from the Zack's Crib

You will only receive **one warning before you will be banned from your stay.**

---

Signature of Participant

Date

---

Signature of Witness

Date

Client received copy

Updated April 12, 2021

March 27, 2021

To Temiskaming Shores Major and Council,

Please find attached my application to purchase municipal land.  
The proposed purchase is of the lane way that divides my property.  
I would like to purchase the laneway so that I can build a detached garage.  
Please see attached drawings.

Thank you.



Brad Sauve





**Application to Purchase Municipal Land**

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

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

**1. Applicant Information**

Name of Applicant: Brad Sauve

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**2. Land Information**

- New Liskeard     Haileybury     Dymond

Municipal Address
<u>North Cobalt, ON</u> <i>(see attached image)</i>
Legal Description (concession and lot numbers, reference plan and lot/part numbers)
<u>Plan M-71 Lot 11, 12 &amp; part of 13.</u>

**3. Proposed use of land:**

I would like to build a detached garage.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

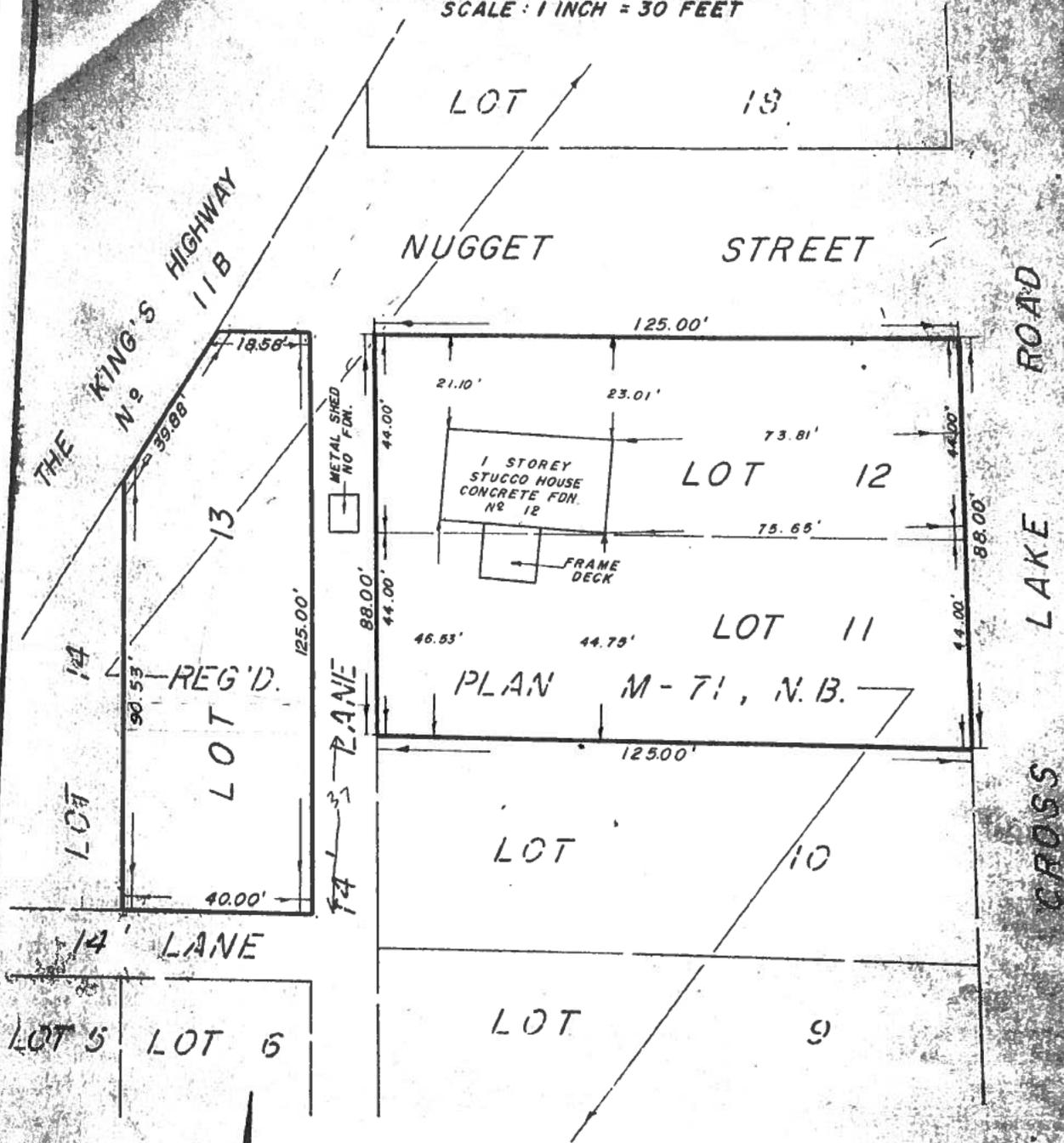
**Notes:**

- 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

27 MAR 2021  
Date (dd/mm/yy)

REGISTERED PLAN M-71, N.B.  
**TOWN OF HAILEYBURY**  
 DISTRICT OF TIMISKAMING  
 SCALE: 1 INCH = 30 FEET



I HEREBY CERTIFY THAT I HAVE EXAMINED  
 ALL OF LOTS 11 & 12 AND PART OF LOT 13, REGISTERED  
 PLAN M-71, N.B., TOWN OF HAILEYBURY, AS  
 SHOWN ABOVE AND HAVE FOUND THE SAME

31 mars 2021

**Ville de Temiskaming Shores**  
**325 Prom Farr**  
**Haileybury, ON P0J 1K0**



Bonjour chers partenaires et amis de l'école catholique Sainte-Croix,

Cette année a été mouvementée et chacun a été appelé à faire preuve de flexibilité et d'une grande vigilance pour tenir au loin ce virus qui fait ravage dans le monde. Ici à Sainte-Croix, nous nous sommes bien adaptés et nous vivons une belle année scolaire malgré ces défis apportés par la Covid. Nous sommes très fiers de faire partie de cette réussite avec les élèves, les membres du personnel, les familles et la communauté élargie!

Bien que l'avenir soit encore incertain, nous savons que nous voulons souligner les efforts et les réussites de nos finissants de 2020-2021. Ces élèves de la 8<sup>e</sup> année se dirigeront vers l'ESC Sainte-Marie avec un bagage de connaissances et d'habiletés qui leur permettra de vivre de beaux succès, c'est certain. Une fête de finissants est une étape importante pour eux et elle permet de souligner un accomplissement de taille et une transition marquante dans leur vie.

Afin de reconnaître nos élèves méritants, nous faisons appel à votre générosité pour offrir des bourses et prix aux finissants à la fin de l'année scolaire. Un don de votre part serait grandement apprécié!

S'il est possible pour vous de nous appuyer, vous pouvez libeller votre chèque au nom de l'école catholique Sainte-Croix. Les sommes d'argent seront utilisées pour défrayer les coûts des cadeaux souvenirs, des médailles et trophées, ainsi que les bourses. Si vous le désirez, un reçu pour fin d'impôt peut vous être remis.

Nous vous remercions de votre considération de cette demande et de votre générosité.

Veuillez agréer nos sincères salutations et nos souhaits pour la bonne santé et le bien-être,



Nathalie Grenier-Ducharme  
Direction

*If there is any part of this communication that needs clarification, please do not hesitate to contact the school.*



*A First Class Experience*

t: 1 (647) 477-5500  
e-mail: [info@dtodgroup.ca](mailto:info@dtodgroup.ca)

April 1, 2021

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

*For the kind attention of Mayor Carman Kidd*

Dear Mayor,

**Re: Transit Proposal – Intercity / Intercommunity Service**

We are a GTA (Brampton/Mississauga) based passenger ground transportation company, currently in the process of widening our operational coverage to Northern Ontario.

Our operational goal is to operate a transit network where the residents of the smaller towns can access bigger cities for jobs and other day to day requirements, and travel between the towns seamlessly.

We are currently reviewing the following routings, with a hope to receive necessary supports from all the towns along the service corridor;

1. North Bay – Barrie - Toronto
2. North Bay – Temagami – Latchford – Cobalt – Temiskaming Shores – Earleton – Englehart – Matheson – Cochrane
3. Cochrane – Hearst
4. Hearst – Longlac
5. Longlac – Thunder Bay
6. North Bay – Sudbury – Espanola
7. Espanola – Sault Ste. Marie
8. Sault Ste. Marie – Marathon
9. Marathon – Thunder Bay
10. Wawa – Chapleau – Foleyet – Timmins - Matheson

Our proposed transit operational method will focus on addressing the requirements of residents in smaller towns, rather than conventional method of operating the service between bigger towns. For a better understanding, for instance, the conventional method is operating a service between North Bay and Cochrane. Our method of operation will be prioritizing the requirement of a resident from smaller town/municipality, like yours, to the major hub and not the other way.

We are aware of Ontario Northland's presence in those areas but at no point, we will compete with them – instead, we will increase the frequency of our service to fill the gap in between services.



A First Class Experience

t: 1 (647) 477-5500

e-mail: [info@dtodgroup.ca](mailto:info@dtodgroup.ca)

The following are the key elements that we will take in to consideration for developing a transit solution;

- Operate adequate services to meet the public demand.
- Create flawless access for the residents to other cities, while offering a safe and affordable transportation.
- Create awareness among the general public to understand how economical and green friendly it is to use the public transit system compared to utilizing personal vehicles or expensive service providers for their day-to-day travel requirements.
- Create addition job opportunities within the cities where our buses operate.
- Providing a safe and cheaper parcel service

Since the project will be an intercity commuter service, with a focus on economic development of under-served communities, there is funding available under Provincial and Federal programs. A fixed percentage of the revenue generated from these services will be send towards the economic development of the city. There are many corporate organizations that may be interested in offering advertisement and revenue generated from such marketing shall be utilized towards the betterment of service quality and frequency, and thus reducing the ride fare for the general public.

At the request of Director of ACED and cities of South River, Sundridge and Burk's Falls, an official from Ministry of Energy, Northern Development & Mines is actively involved to coordinate the funding process for our planned operation between Barrie and North Bay. If your city would be interested to participate, your Economic Development Department can avail more information on the budget allocation under Provincial and Federal programs.

We hope our preliminary proposal has met your kind attention and we look forward to receiving your kind feedback.

Yours truly,

A handwritten signature in black ink, appearing to read "Mintu John", is written over a faint, circular watermark or logo.

**Mintu John**  
Director of Operations

CC: Councilor Jesse Foley  
Councilor Patricia Hewitt  
Councilor Dough Jelly  
Councilor Jeff Laferriere  
Councilor Mike McArthur  
Councilor Danny Whalen  
Mr. James Franks, Economic Development Officer

Robert Ritchie

The City of Temiskaming shores Council

325 Farr Drive

P.O. Box 2050

Haileybury, ON P0J 1K0

City of Temiskaming Shores Mayor and Council,

I was so happy to learn that Zack's Crib choose the old location of the New Liskeard Dry Cleaners and then a location of a local school board, 183 Broadwood New Liskeard. This location is ideal for an organization that's mandate is to help people specifically the male population of Temiskaming shores that is having temporary problems with homelessness and mental health issues that arise from living in today's social confusion.

This location perfectly suits an organization like a men's shelter or a Men's Shed because of the bus stop being so close since most of the gentlemen that will be using this most needed service will be traveling by bus since they can't afford a home let alone a car. I'm sure the foot traffic generated by local businesses will not affect the service this worthwhile organization will contribute to the overall mental health of men in the area.

Living in Haileybury I have observed that the Pavilion that is for ladies of the area for so many years helps so many ladies with their unfortunate issues, it is sits next door to a church, an arena and is two blocks away from downtown. As a noise problem no issues that I'm aware of from the houses in the area have existed.

Also statistics show that as men age they need a place to seek council on many issues that they were able to handle earlier in life or issues that were not issues when they were younger so again the location fits the needs of the area in all aspects and the services that Zack's Crib offers men will only improve the neighborhood and help many people.

Sincerely,

Robert Ritchie

**Email from Hugo Rivet, dated April 9, 2021**

Good afternoon Mayor and Council,

I just wanted to share some feedback as it pertains to the sidewalk extensions in both downtowns of Temiskaming shores. I certainly hope that the council will support our restaurants by granting this special seasonal request.

This is currently done in many downtowns across Ontario. I would also like to suggest that the city follow North Bay's lead on cancelling the rental fees that are charged for outdoor patios on city land or sidewalks for 2021.

The restaurant industry has been the hardest hit over the past year and it is important to support these small businesses. I know that downtown Haileybury has been brought back to life in the last few years and your support would be greatly appreciated by these businesses.

Thanks for listening to my concerns.

Hugo Rivet

City of Vermilion  
Council  
North York, Ontario P05 1K0

We at Northdale Manor - would like to add our voice to the local citizens who are in opposition to the location of "Jack's Crib" on Broadwood Avenue.

- ① We like to walk outside ~~both~~ both on the street and in the gardens.
- ② We are all very vulnerable - especially with our balance and could not depend ~~on~~ ourselves.
- ③ The Manor is a safe place to live -- but our doors here -- during the day - are unlocked

Jack's crib is a good idea and is badly needed in the area -- but please find a better location to build it. THANK-YOU

Jean Beucher [redacted]  
Neil Leveille [redacted]  
Monique Beaudin [redacted]  
Marcel Bates [redacted]  
Joze Swanepoel [redacted]  
Fran Dunlark [redacted]  
A. [redacted]  
Lucie Fortin [redacted]

Metro Terenbach [redacted]  
Agnes [redacted]  
Simon [redacted]  
Annette [redacted]  
Vanda [redacted]  
Theresa [redacted]  
Jannine [redacted]  
Cecile [redacted]  
Hester [redacted]

Rhea Helms

Goni Betty  
Doug Ann

Bert & Lesley

Therese Gauthier

~~E. Elizabeth~~

Marilyn Kittle

Lucile Mills

Rodney [redacted]

Jean Hill [redacted]

Molly Blair

Lella Dean

U. [redacted]

Rudney Males

Beroldine [redacted]

Marg Wright

Beatrice Chaumont

ROOM

Lorraine Blair

Adrene Gaurion

Rita Hogan -

Carl [redacted]

Archie [redacted]

Glenn Walter

Don Walker

Mary Boyd

Lycia [redacted]

Helen [redacted]

Irene Brayne

# NEW LISKEARD COUNCIL - RE: PROPOSED LOCATION OF ZACK'S CAB.

I BELIEVE EVERY RESIDENT OF NEW LISKEARD WOULD BE IN FAVOUR OF AVOIDING THE HOMELESS IF A PROPER LOCATION FOR SUCH AN UNDERTAKING COULD BE FOUND THAT WOULD NOT IMPACT ON THE LIVES / PRIVACY OF THE RESIDENTS OF SUCH AN AREA, WHO HAVE LIVED THERE HAPPILY FOR YEARS.

THE SUGGESTED BROADWOOD LOCATION IS CERTAINLY NOT THE MOST SUITABLE ONE AS IT WOULD BE CRAMMED BETWEEN 3 RESIDENTIAL HOMES, WITHOUT A PARKING AREA OR ANY PRIVACY.

I DON'T BELIEVE ANY COUNCIL MEMBER WOULD BE HAPPY IF THEY WERE FORCED INTO SUCH A SITUATION AND HAVE THIS TYPE OF PROPOSED BUILDING CRAMMED IN BESIDE THEIR HOMES.

OR IF THE SAME PROPOSED BLDG. WAS NEXT DOOR TO A LADIES BOUTIQUE AS IT WOULD CERTAINLY IMPACT ON THEIR BUSINESS.

FIND A MORE SUITABLE LOCATION BEFORE YOU GO AHEAD WITH ANY PLANNING OR CONSIDERING THE RESIDENTS OF NEW LISKEARD WHO HAVE A RIGHT TO EXPRESS THEIR OPINION.

① ONE SUGGESTION FOR LOCATION IS THE VACANT ANGLICAN CHURCH.

ANOTHER IS THE WAREHOUSE ACROSS FROM THE WASH IRON WORKS WHICH IS NOT AS CONGESTED & WOULD HAVE LESS IMPACT AND FEWER RESIDENTS CLOSE BY.

F. P. P. P.

Petition

183 Broadwood not a good location for Zack's Crib.

- Linda Medland.

- *[Signature]*

Brett Medford  
Judy Medland  
Karen Lither  
Hanson Hawthorn  
Kerry Culpin  
Linda Culpin  
*[Signature]*  
Antoine *[Signature]*

# Petition

183 Broadwood not a good location for  
Zack's Crib.

D. Sawe

B. McNAMANA

K McNAMANA



Hard to get signatures with covid.

# Petition

183 Broadwood not a good location for  
Zack's Crib.

[REDACTED]

[REDACTED]

Lucille Lettore  
Fern Jaupin  
Therise Breault  
Madeline Beaudry  
Gertrude Chateaud-Murray  
Carole Breault  
Marie Matteau  
Dorot Bryson  
Marg [REDACTED]  
Sharon Shamel.  
Mike [REDACTED]  
Jacqueline Lerville  
Myra Smith  
M St Leon  
Lilianne Dutil  
Rose McEroy  
Chyl Schell  
Diane Chartrand  
Marie A Laplante

# Petition

183 Broadwood not a good location for  
Zack's Crib.

Judy Seymour

Ray Seymour

PEGGY ZACKMAN Perry Beaudry

DOROTHY DODDS Dorothy Dodds

Barb Ridley

Pat + KC Hartzke

Ellen Leopold

Joy A. Minard

Mary Anne Lee

Ken McGehee

Petition

183 Broadwood not a good location for  
Zack's Crib.

- Frances Larker

Judy McAllan

- Kasey Côté

Chantal Renaud-Côté

Mark Sargent

Mariette St-Amant

Kim Montgomery

Lanie Montgomery



## Minutes

January 18, 2021

7:00- to 8:00 pm – Zoom Meeting

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**Present:** Penny Durrant, Jeff Laferriere, Louise Briere, Angela Hunter, James Frank, Sharren Reil

**Regrets:** Pascale Payette

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**1.0 CALL TO ORDER:** 7:07 p.m.

**2.0 ROLL CALL:** See above

**3.0 APPROVAL OF AGENDA:**

Agenda approved with addition **6.5 HOLIDAY RECAP**. Jeff motioned to approve the minutes, seconded by Angela. **Motion carried.**

**4.0 DISCLOSURE OF PEUNIARY INEREST OF GENERAL NATURE:** None

**5.0 APPROVAL OF MNUTES NOVEMBER 16<sup>th</sup>, 2020**

Jeff motioned to approve the minutes, seconded by Penny. **Motion carried.**

**6.0 BUSINESS FORWARD:**

**6.1 BUMP-OUTS:** I have been going through all the information I have received from BIA's across Canada and will be able to submit, to the board, a proposal for the city this week. Please see my report for more information. I think we must talk to local businesses to see if any are still interested in a patio and are in the position to pay for the patios.

**6.2 SIGNING AUTHORITY FOR INVOICES:** We discussed the need for the Coordinator to have the ability to sign off on smaller invoices and bills as connecting with the chair for a signature is not time effective. Be it resolved that the New Liskeard BIA Coordinator can sign for invoices and bills that total less than \$250.00. Moved by Penny and seconded by Angela. **Motion carried.**

**6.3 LGBTQ SIDEWALKS:** Deferred until school in back in next school year so we can get student input and assistance in design.

**6.4 COVID RECOVERY PROJECT:** James updated the board on financing that is available to help cover COVID-19 equipment costs. Sharren will share the information with members.

**6.5 CHRISTMAS UPDATE:** We discussed the 12 Days of Christmas and the Keep the Cheer Here lighting contest. We felt that both were successful and could well be repeated next year. We felt that we need more advertising for the lighting contest.

**7.0 COORDINATORS REPORT:** See attached report. The board moved to purchase Canva. Moved by

Penny and seconded by Louise. **Motion carried.**

**8.0 NEW BUSINESS:** Sharren to contact Barrie to find out if they have pictures of their bump-outs and what they did at night.

**9.0 ADJOURNMENT AND NEXT MEETING:** Adjournment at 7:58. Motion to adjourn by Louise. Next meeting is set for February 22<sup>nd</sup>.



## Minutes

March 15, 2021

7:00- to 8:00 pm – Zoom Meeting

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**Present:** Penny Durrant, Jeff Laferriere, James Frank, Sharren Reil

**Regrets:** Pascale Payette

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**1.0 CALL TO ORDER:** 7:03 p.m.

**2.0 ROLL CALL:** See above

**3.0 APPROVAL OF AGENDA:**

Jeff motioned to approve the agenda as presented, seconded by Penny. **Motion carried.**

**4.0 DISCLOSURE OF PEUNIARY INTEREST OF GENERAL NATURE:** None

**5.0 APPROVAL OF MNUTES FOR JANUARY 18, 2021**

Penny asked for the wording of 6.1 from I think to I will. Penny motioned to approve the minutes, seconded by Jeff. **Motion carried.**

**6.0 COORDINATORS REPORT: See attached report**

Penny motioned to accept the report as presented, seconded by Jeff. **Motion carried.**

**7.0 BUSINESS FORWARD: BUMP-OUT UPDATE:**

Sharren will check out rental fees for bump-outs from companies that rent them in the north. Sharren has reached out to many other BIA's and is compiling all the information.

**8.0 NEW BUSINESS:**

**8.1 PETTY CASH:**

Sharren will be able to keep an office petty cash of \$25.00 to cover small office expenses. Jeff motioned to approve the petty cash and Penny seconded. **Motion carried.**

**8.2 VILLAGE NOEL REQUEST:**

Sharren will continue to attend the planning meetings each month as available and will act as a liaison between the downtown businesses and the Village Noel Committee.

**8.3 BOARD RESIGNATION:**

Angela Hunter has submitted her letter of resignation due to an increased workload. Sharren will send both Angela and Louise thanking them for their participation.

---

BIA MEETING

March 15, 2021

**8.4 BOARD RECRUITMENT:**

Sharren will send a monthly newsletter to members and will ask for interest in the first one she sends. We will hold our AGM in the fall. Sharren will also approach some local business individuals.

**8.5 MICHELE FROM SOURCE FOR SPORTS LETTER:**

Letter addressed with the publication of a monthly newsletter

**8.6 INVOICE FOR THE PAST TWO YEARS OF HIGHWAY BILLBOARDS:**

James questioned whether the City may own one of billboards. Sharren will ask for the billboard agreements to check this out.

**8.7 OBIAA:**

Sharren should attend the OBIAA conference in September and will check the vacation schedule at the library to see if she can take the time off. Our yearly membership is due. Penny moved to pay the invoice and Jeff seconded. **Motion carried**

**8.8 12 DAYS OF CHRISTMAS:**

There were too many vouchers purchased on the city visa card due to a miscommunication, but Sharren approached Chartrand's and they have given us a cheque for \$500.00 and taken back the gift cards. Sharren will purchase the extra \$100.00 Mr. Gas gift card and will give the cheque to the city. The board is interested in helping with the event next year, but we cannot commit the same amount of money towards advertising and gift cards that we provided this year. Sharren will survey the local businesses to see what their experience was with the event.

**9.0 ADJOURNMENT AND NEXT MEETING:** Adjournment at 8:02. Motion to adjourn by Jeff. Next meeting is set for April 12 at 7:00.



## DETACHMENT BOARDS

Whereas the Temiskaming Detachment of the Ontario Provincial Police provides service to 19 municipalities and supports 1 First Nation Police Service in its coverage area representing 20,200 residents; and

Whereas the Ministry of the Solicitor General initiated consultations on OPP Detachments Boards in January/February, 2020; and

Whereas the Ministry of the Solicitor General sent a letter to all Heads of Council and First Nations Chiefs dated March 18, 2021 requesting that municipalities and First Nation communities receiving direct and/or supplemental services from an OPP detachment submit one proposal indicating the composition of their board and, if needed, a rationale for multiple boards and the composition of each additional board; and

Whereas the deadline to submit completed proposals to the Ministry is Monday, June 7, 2021; and

Whereas the Temiskaming Shores Police Services Board was formed in 2004 with a hybrid municipal and OPP police service; and

Whereas the municipal police service was disbanded in September, 2007 in favour of an OPP contract for the entire municipality with the ~~condition~~ *preference* that a Police Services Board be maintained; and

Whereas the Temiskaming Shores Police Services Board represents almost one-half of the population covered by the Temiskaming Detachment of the Ontario Provincial Police (9,920 residents); and

Whereas the City of Temiskaming Shores desires to maintain a Police Services Board in order to ensure effective and accountable police governance for its residents.

Now therefore be it resolved that the City of Temiskaming Shores hereby petitions the Minister of the Solicitor General to maintain the Temiskaming Shores Police Services Board as a separate entity from any proposed Detachment Board(s);

That the City of Temiskaming Shores respectfully requests support from the municipalities and First Nation covered by the Temiskaming Detachment of the Ontario Provincial; and

Further that Council directs the City Manager to contact each of the municipalities and Temagami First Nation in an effort to develop a joint proposal and rationale for multiple boards for the Temiskaming Detachment of the Ontario Provincial Police.



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

**SENT VIA EMAIL**

March 25, 2021

The Right Honourable Justin Trudeau, MP  
Prime Minister of Canada  
Langevin Block  
Ottawa, Ontario K1A 0A2

Prime Minister:

**RE: Bill C-21, An Act to amend certain Acts and to make certain consequential amendments (firearms)**

At its Regular Meeting held on March 8, 2021 Council of the Town of Kingsville passed the following Resolution:

**"205-2021**

**Moved By** Councillor Thomas Neufeld, **Seconded By** Councillor Larry Patterson

A Resolution concerning Bill C-21, An Act to amend certain Acts and to make certain consequential amendments (firearms), specifically Amendment 26, Section (58.01 (1-8), Conditions-by-law.

WHEREAS municipalities have never been responsible for gun control laws in Canada;

AND WHEREAS law abiding Kingsville residents who own legal handguns have already been thoroughly vetted through the CFSC, PAL and ATT applications;

AND WHEREAS illegal gun owners and smugglers do not respect postal codes;

AND WHEREAS if one municipality enacts a ban and not a neighbouring municipality, this will create a patchwork of by-laws;

AND WHEREAS a municipal ban would be difficult to enforce and easy to get around.

NOW THEREFORE BE IT RESOLVED that The Corporation of the Town of Kingsville is OPPOSED to the adoption of any by-laws restricting the possession, storage and transportation of legally obtained handguns;

AND BE IT FURTHER RESOLVED that this resolution be forwarded to the following public officials: MP Chris Lewis-Essex, MPP Taras Natyshak-Essex, Premier of Ontario The Honourable Doug Ford, Leader of the Official Opposition Andrea Horwath, Prime Minister of Canada The Honourable Justin Trudeau, and Leader of Official Opposition The Honourable Erin O'Toole."

If you require any further information, please contact the undersigned.

Yours very truly,



Sandra Kitchen  
Deputy Clerk-Council Services  
Legislative Services Department  
skitchen@kingsville.ca

cc: Hon. Doug Ford, Premier  
cc: Hon. Andrea Horwath, Official Leader of the Opposition  
cc: Hon. Erin O'Toole, Official Leader of the Opposition  
cc: MP Chris Lewis- Essex  
cc: MPP Taras Natyshak-Essex  
cc: Hon. Bill Blair, Minister of Public Safety and Emergency Preparedness  
cc: MP Shannon Stubbs  
cc: Mayor Aldo DiCarlo, Town of Amherstburg  
cc: Mayor Larry Snively, Town of Essex  
cc: Mayor Tom Bain, Town of Lakeshore  
cc: Mayor Marc Bondy, Town of LaSalle  
cc: Mayor Hilda MacDonald, Municipality of Leamington  
cc: Mayor Gary McNamara, Town of Tecumseh  
cc: all Municipalities in Ontario

[premier@ontario.ca](mailto:premier@ontario.ca)  
[horwatha-qp@ndp.on.ca](mailto:horwatha-qp@ndp.on.ca)  
[erin.otoole@parl.gc.ca](mailto:erin.otoole@parl.gc.ca)

# Memo

**To:** Mayor and Council  
**From:** Laura-Lee MacLeod, Treasurer  
**Date:** April 20, 2021  
**Subject:** 2021 Tax Ratios  
**Attachments:** Draft 2021 Tax Ratio By-law (**Please refer to By-law No. 2021-064**)

---

Mayor and Council:

As per Ontario Regulation 385/98, Revenue Neutral Ratios (RNR) are not permitted for 2021 due to the re-assessment deferral.

The 2021 Starting Ratios will match our 2020 Revenue Neutral Ratios.

The Treasurer recommends the following resolution for Council consideration:

Be it resolved that Council for the City of Temiskaming acknowledges receipt of Memo 017-2021-CS;

That Council directs staff to prepare the necessary by-laws utilizing the Starting Ratios for 2021 for Council consideration at the Regular Meeting of Council to be held on April 20, 2021.

Prepared by:

Reviewed by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Laura-Lee MacLeod  
 Treasurer

Shelly Zubyck  
 Director of Corporate  
 Services

Christopher W. Oslund  
 City Manager

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**Subject:** Site Plan Agreement: Lawrence Coulis, 522 Georgina Avenue

**Report No.:** CS-018-2021

**Agenda Date:** April 20, 2021

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### **Attachments**

**Appendix 01:** Draft by-law to enter into Site Plan Agreement (**Please refer to By-law No. 2021-067**)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-018-2021;
2. That Council agrees to enter into a Site Plan Agreement with Lawrence Coulis for the property at 522 Georgina Avenue; and
3. That Council directs staff to prepare the necessary by-law to enter into a Site Plan Agreement with Lawrence Coulis for the property at 522 Georgina Avenue for consideration at the April 20, 2021 Regular Council meeting.

### **Background**

Lawrence Coulis is seeking to convert the existing building on the property at 522 Georgina Avenue (formerly St. Andrews Church) into five residential units. The site plan application was submitted on March 1, 2021.

The property is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and is zoned High Density Residential Exception 13 (R4-13) in the City of Temiskaming Shores Zoning By-law. The R4-13 zone permits between 5 and 11 residential units. The proposed development is permitted in both the City's Official Plan and Zoning By-law.

### **Analysis**

The application and plans were circulated to applicable City staff. Comments were received regarding the adequacy of the existing on-site water and sewer services for the building and it was requested that this be confirmed. A clause has been included in the draft site plan agreement requiring confirmation from the City's Manager of Environmental Services that these services are adequate to support the development.

A concern was also noted regarding the location of the proposed snow storage area indicated on the south side of the proposed parking area off of Georgina Avenue, specifically regarding the potential impact to Georgina Avenue and adjacent property owners during high-melting times if the snow pile is not regularly removed. A clause has been included in the draft site plan agreement allowing the City to remove the snow where an immediate concern has been identified and the Owner cannot be contacted. Additionally, the owner has agreed to relocate the snow storage area to the head of the gravel parking area to alleviate some of the concern.

The application was circulated to the Temiskaming Shores Accessibility Advisory Committee (TSAAC) for review and comments. Comments were received regarding the following matters (Planning Department comments, where necessary, indicated below each comment):

- The size of the concrete parking space located at the west side of the building (off of Browning Street) – does not meet the accessible parking space size requirement of the City's traffic and parking by-law;
  - Planning Department comment: The Zoning By-law requires the provision of one on-site parking space per residential unit. As the applicant is providing only five on-site parking spaces, the City's traffic and parking by-law does not require the provision of any accessible parking spaces, regardless of the provision of a barrier-free unit in the building.
- The main parking area will be located on the southeast portion of the property while the main/accessible entrance will be located on the northwest portion of the building, requiring tenants to walk around the building to access the main entrance;
- Consideration should be given to the construction of an overhang over the main/accessible entrance door to protect the landing and the people accessing the building from rain/snow/ice;
  - Planning Department comment: Overhangs/awnings over entrance doors are considered a best-practice but are not required. The applicant has indicated that there is an existing dormer over this entrance door that will help protect the landing from snow accumulation and rain.
- Consideration should be given to the installation of push-button door operators;
  - Planning Department comment: Door operators are considered a best-practice but are not required. The applicant has indicated that he may considering door operators in the future if a situation arises where they are needed.

- Barrier-free unit comments:
  - Concerns regarding the presence of stairs in the unit to access the basement and the loft;
  - Concerns regarding only one entrance to the unit being barrier-free (through the main foyer entrance);
  - Concerns regarding the size of the washrooms and laundry room – would be small for someone using a wheelchair/walker;
  - Concerns regarding the two steps shown in the hallway.
    - Planning Department comments: The specific considerations for the barrier-free unit are covered under the Ontario Building Code requirements and the Chief Building Official will need to be satisfied that the unit meets those specific provisions prior to the issuance of the Building Permit.

It is important to note that this project is not subject to the requirements of the Accessibility for Ontarians with Disabilities Act (AODA) and the Integrated Accessibility Standards Regulation (IASR). The IASR applies to public- and private-sector organizations with at least one employee. As the owner of the building, the applicant is not considered an employee, and with no other employees compliance with this legislation is not required.

Since the initial submission, and considering the above-noted changes, the drawings will need to be amended prior to registration of the agreement. The applicant has contacted his designers, but the changes are not able to be made prior the deadline for this Council meeting, and given the current costs of construction he would like to obtain his building permit as soon as possible, and site plan agreements, where required, are applicable law under the Ontario Building Code. Given that the project is primarily located inside an existing building, and that there is a very limited amount of site work, if any, required prior to the commencement of construction, it is recommended that Council approve the site plan agreement as presented, with the understanding that the plans attached at this time do not reflect the final site plans and the following items will be amended/added to the final plans:

- The concrete parking space off of Browning Street will be widened to 15' and a retaining wall will be constructed along the west property line in this location;
- A garbage storage area will be constructed at the head of the concrete parking space off of Browning Street. The garbage storage area will be 20' long, 5' wide, and will be enclosed with a 3' high pressure-treated wood fence. A 2' wide walkway will be constructed in front of the garbage storage area;

- The snow storage area for the new gravel parking area off of Georgina Avenue will be relocated from the location shown on the plan to the west side of this parking area;
- Existing vegetation and garden features will be added to the plans.

Once the final plans have been received a memo will be brought forward for Council’s consideration in order to amend the agreement to include the final plans. The final agreement will be registered on title to the property at the owner’s expense in order to ensure the site is developed in accordance with the approved plans, and the provisions of the agreement are binding.

Based on estimates provided by the owner’s engineer, security in the amount of \$230.00 will be required to be posted with the City prior to the issuance of a building permit. The security ensure that the one-site works are completed in accordance with the approved site plan and agreement.

Staff recommends that Council adopt a by-law enter into a Site Plan Agreement with Lawrence Coulis, with the understanding that amended plans including the above-mentioned items are forthcoming and an amendment to the agreement will be necessary to incorporate these plans.

**Relevant Policy / Legislation / City By-Law**

- City of Temiskaming Shores Zoning By-law 2017-154
- Site Plan Control By-law 2018-097

**Consultation / Communication**

- Consultation with City staff as necessary
- Consultation with the Temiskaming Shores Accessibility Advisory Committee
- Per Section 41 of the Planning Act, RSO 1990 c.P. 13, public notification/circulation is not required for Site Plan Agreements

**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

---

<b>Subject:</b> Appointment of Volunteer Firefighter	<b>Report No.:</b> PPP-001-2021
	<b>Agenda Date:</b> April 20, 2021

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### **Attachments**

None

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PPP-001-21; and
2. That Council hereby appoints Denis Gosselin as a Volunteer Firefighters to the Temiskaming Shores Fire Department in accordance with the *Recruitment and Retention Program*.

### **Background**

In an effort to fill vacancies within the department at Station #3 and to help ensure adequate staffing levels are maintained, the Department is seeking to fill a Volunteer Firefighter positions at Station #3.

### **Analysis**

Section 4.02 of Schedule "A" to By-law 2008-030, being the Fire Department Establishing and Regulating By-law for the Temiskaming Shores Fire Department, states that for the purposes of ensuring adequate staffing, twenty (20) shall be used as a guideline for the minimum number of firefighters per District Station and in no case shall the number of firefighters per District Station exceed twenty-five (25).

Based on the identified need to fill vacancies at Station #3 interviews with the candidates were conducted by the Station Officers' and the Fire Chief. Subsequently a recommendation from the District Chief of Station #3 was provided to the Fire Chief requesting consideration of the appointment of Denis Gosselin as a Volunteer Firefighter to the Temiskaming Shores Fire Department.

The candidate being recommended has demonstrated a strong desire to be a member of the Temiskaming Shores Fire Department team. This coupled with his work experience, makes him excellent candidate for the position he is being recommended for.

**Relevant Policy / Legislation / City By-Law**

- By-Law No. 2016-040, Temiskaming Shores Fire Department Recruitment and Retention Program.
- By-Law No. 2008-030, Fire Department Establishing and Regulating By-law.

**Consultation / Communication**

- Consultation with Station #3 District Chief

**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

Financial implications include the provision of appropriate Volunteer Firefighter Honorariums which have been included in the 2021 Fire and Emergency Management Services Operational Budget. All costs associated with the appointment would include the provision of dress uniforms and protective equipment that would be drawn from the fire departments operational budget.

Staffing implications associated with the proposed appointment are limited to normal administrative functions and duties, and the requirement to fill vacant positions within the fire department. Adequate staffing levels are established based on availability and the ability of fire department personnel to respond.

Current fire station staffing levels are as follows:

- 23 members Station #1.
- 22 members Station #2, and
- 21 members Station #3.

**Alternatives**

No alternatives were considered

**Submission**

Prepared by:

*Steve Langford*

---

Steve Langford  
Fire Chief

Reviewed and submitted for Council's  
consideration by:

*"Original signed by"*

---

Christopher W. Oslund  
City Manager

# Memo

**To:** Mayor and Council  
**From:** Mitch Lafreniere – Manager of Transportation Services  
**Date:** April 20, 2021  
**Subject:** By-law Amendment – Sidewalk and Curb Repairs  
**Attachments:** Draft By-law (**Please refer to by-law No. 2021-068**)

---

Mayor and Council:

At the Regular Meeting of Council held on May 5th, 2020, Council adopted the By-law No. 2020-047, for the supply and delivery of concrete curb and sidewalk repair services to Pedersen Construction.

As part of PWO-RFT-003-2020 there was an option for a one-year contract extension which staff would like Council to consider and approve as Pedersen Construction are willing to hold the prices provided in 2020.

The unit cost is \$169.00 per square meter for sidewalk repair, and \$169.00 per linear meter of concrete curb and gutter plus HST. This pricing would remain in place until all work is completed on repairs up to and including October 31<sup>st</sup>, 2021.

Prepared by:

*“Original signed by”*

---

Mitch Lafreniere  
Manager of Transportation Services

Reviewed and submitted for Council’s  
consideration by:

*“Original signed by”*

---

Christopher W. Oslund  
City Manager

---

**Subject:** Tender Award - Loader

**Report No.:**

PW-009-2021

**Agenda Date:**

April 20, 2021

---

## **Attachments**

**Appendix 01:** Bid Results

**Appendix 02:** Draft Agreement (**Please refer to By-law No. 2021-069**)

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-009-2021;
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with J.R. Brisson for the supply and delivery of a Loader, including an extended warranty, winter tires and an auto greaser, in the amount of \$225,924.00, plus applicable taxes, for consideration at the April 20, 2021 Regular Council Meeting; and
3. That Council approves the purchase of appurtenances for the above vehicle with an upset limit of \$2,000.00 plus applicable taxes.

## **Background**

In conjunction with the Asset Management and Fleet Replacement Plans, staff recommended the replacement of one of our loaders within the current fleet. Council considered and approved the replacement of this unit as part of the 2021 budget process.

Request for Quote (RFQ) PW-RFP-002-2021 was distributed to known suppliers and advertised in the City's Bulletin and on the City's Website.

## **Analysis**

Four (4) submissions were received in response to the Request for Proposals prior to the closing date of March 30, 2021 at 2:00 p.m. The RFP was for the supply and delivery of one (1) Loader.

The proposals were reviewed and evaluated in accordance to the requirements of the RFP and the deliverables to be provided by the successful service provider. Appendix 1 shows the results of the bids.

**Relevant Policy / Legislation / City By-Law**

- 2021 Public Works Capital Budget
- By-Law No. 2017-015, Procurement Policy

**Consultation / Communication**

- Consultation with City Manager throughout the project

**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

During the 2021 capital budget deliberation process, Council approved a total of \$350,000.00 for this purchase. The actual price of the loader was \$193,450.00, the extra cost is associated with items such as extended warranty, winter tires and an auto greaser.

**Alternatives**

No alternatives are being considered at this time.

**Submission**

Prepared by:

Reviewed and submitted for Council's consideration by:

*"Original signed by"*

*"Original signed by"*

Mitch Lafreniere  
 Manager of Transportation Services

Christopher W. Oslund  
 City Manager

**Document Title: PW-RFP-002-2021 Supply and Delivery of an Articulated Four-Wheel Drive Front End Loader**

Closing Date: **Tuesday, March 30, 2021**

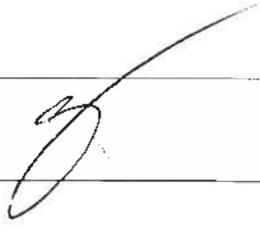
Closing Time: **2:00 p.m.**

Department: **Public Works**

Opening Time: **2:30 p.m.**

Attendees via teleconference: 705-672-2733 Ext. 774

**City of Temiskaming Shores:**

Logan Belanger, Municipal Clerk	Kelly Conlin, Deputy Clerk	Mitch Lafreniere Manager of Transportation Services	
			

**Others (teleconference):**

Derrick - Teromont	Travis - GF Preston	
Joel Jo Clair - Brandt		

**Submission Pricing**

Bidder: *Teromont Cat*

Unit Price Less HST	\$ 221,683. <sup>00</sup>
Total Unit Price with HST	\$ 250,501. <sup>79</sup>

Bidder: *Brandt Tractor Ltd.*

Unit Price Less HST	\$ 212,000. <sup>00</sup>
Total Unit Price with HST	\$ 239,560. <sup>00</sup>

Bidder: *GF Preston Sales*

Unit Price Less HST	\$ 198,589. <sup>00</sup>
Total Unit Price with HST	\$ 224,405. <sup>00</sup>

Bidder: *JR Brisson Equipment*

Unit Price Less HST	\$ 193,450. <sup>00</sup>
Total Unit Price with HST	\$ 218,598. <sup>50</sup>

Bidder:

Unit Price Less HST	\$
Total Unit Price with HST	\$

Bidder:

Unit Price Less HST	\$
Total Unit Price with HST	\$

**Note:** Since this is a Request for Proposal all submissions are required to be evaluated based on a set of pre-determined evaluation criteria. All offered prices are offers only and subject to scrutiny. All proponents whether successful or not will be notified of results, in writing at a later date.

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**Subject:** Tender Award – Granular M

**Report No.:**

PW-010-2021

**Agenda Date:**

April 20, 2021

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### **Attachments**

**Appendix 01:** Bid Results

**Appendix 02:** Draft Agreement (**Please see by-law No. 2021-070**)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-010-2021; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited, for supply and delivery of Granular “M” (12,000 t) in the amount of \$88,200 plus applicable taxes for consideration at the April 20, 2021 Regular Council meeting.

### **Background**

Council considered and approved \$120,000 in our operating budget for the purchase of Granular M, which includes trucking costs associated with this material, as part of the 2021 budget process.

Request for Tender (RFT) PWO-RFT-004-2021 was distributed to known suppliers and advertised in the City’s Bulletin and on the City’s Website.

### **Analysis**

Two (2) submissions were received in response to the Request for Tender prior to the closing date of April 13, 2021 at 2:00 p.m. The RFT was for the supply of 12,000 tons of Granular M.

The proposals were reviewed and evaluated in accordance to the requirements of the RFT and the deliverables to be provided by the successful service provider. Appendix 1 shows the results of the bids.

**Relevant Policy / Legislation / City By-Law**

- 2021 Public Works Capital Budget
- By-Law No. 2017-015, Procurement Policy

**Consultation / Communication**

- Consultation with City Manager throughout the project

**Financial / Staffing Implications**

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

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

The remaining funds within the Operating Budget (approximately \$30,250) will be utilized to cover trucking costs for the delivery of the Granular M to various work sites.

**Alternatives**

No alternatives are being considered at this time.

**Submission**

Prepared by:

Reviewed and submitted for Council's consideration by:

*"Original signed by"*

*"Original signed by"*

Mitch Lafreniere  
Manager of Transportation Services

Christopher W. Oslund  
City Manager

Document Title: **PWO-RFT-004-2021 Granular M**

Closing Date: **Tuesday, April 13, 2021**

Closing Time: **2:00 p.m.**

Department: **Public Works**

Opening Time: **2:30 p.m.**

Attendees via teleconference: **705-672-2733 Ext. 774**

**City of Temiskaming Shores:**

Logan Belanger, Municipal Clerk	Kelly Conlin, Deputy Clerk	Mitch Lafreniere, Manager of Transportation Services	
<i>via telephone</i>	<i>K Conlin</i>	<i>[Signature]</i>	

**Others (teleconference):**


**Submission Pricing**

Bidder: *Miller Paving Ltd*

Granular M (12,000 t):	<i>88,200.00</i>
HST:	<i>11,466.00</i>
Total:	<i>99,666.00</i>

Bidder: *Miron Topsoil Ltd.*

Granular M (12,000 t):	<i>91,200.00</i>
HST:	<i>11,856.00</i>
Total:	<i>103,056.00</i>

Bidder:

Granular M (12,000 t):	
HST:	
Total:	

Bidder:

Granular M (12,000 t):	
HST:	
Total:	

Bidder:

Granular M (12,000 t):	
HST:	
Total:	

Bidder:

Granular M (12,000 t):	
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.

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**Subject:** Riverside Farmers Market  
Lease Agreement

**Report No.:** RS-009-2021  
**Agenda Date:** April 20, 2021

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### **Attachments**

**Appendix 01:** Draft Lease Agreement (**Please Refer to By-law No. 2021-071**)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-009-2021; and
2. That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Riverside Farmers Market for the use of Riverside Place for the purposes of a Farmers Market on various dates from April 1, 2021 to March 31, 2026, for consideration at the April 20, 2021 Regular Council meeting.

### **Background**

The Riverside Farmers Market (hereafter referred to as “the Market”) has been a staple within the City of Temiskaming Shores during the summer months. The Market has been using Riverside Place for the majority of their existence. The Market operates on Saturday mornings from June to October providing a place for local vendors to sell their goods direct to consumers. The Market attracts people from throughout the region to New Liskeard to attend each opening.

City staff reviewed City of Temiskaming Shores by-laws and agreements to determine what conditions the Market has been operating under. No such agreement or by-law was found. Further investigation found that the Market had been paying \$100 plus HST per booking for at least the previous seven years. The current non-profit daily rate for use of Riverside Place is \$240 plus HST.

The Market also stores a number of items at the facility on a year-round basis including a commercial fridge, commercial freezer, four kiosks and other various items.

During staff’s review, the Market approached the City to inquire about increasing the number of bookings per year for the market.

Staff were able to negotiate a draft agreement (Appendix 01) with the Market which outlines roles and responsibilities for both organizations, contains an aggressive fee increase and allows for additional bookings in other months of the year.

The proposed use agreement was presented to the Recreation Committee at their regular meeting on April 12, 2021. The committee subsequently passed the following recommendation:

*Recommendation RS-2021-013*

*Moved by: Rob Ritchie*

*Be it resolved that:*

*The Recreation Services Committee hereby recommends that Council consider approving the 2021 Farmers Market Lease Agreement.*

**Analysis**

Staff have been slowly identifying user groups who use municipal facilities without usage agreements and negotiating agreements with them. This user group has been consistently paying below market rate for use of Riverside Place and storing items at the facility without a proper agreement that outlines roles and responsibilities of both parties.

The proposed usage agreement would see the Market begin paying a yearly fee of \$750 to store their various pieces of equipment at the facility as well as have their per-booking fee increase from \$100 per-booking to \$125 per-booking. This per-booking fee would continue to increase by \$25 per year until reaching \$200, after which it would increase by 2% a year for the remainder of the agreement.

Included in the agreement is a provision which would allow the City to continue to rent the facility on Saturday evenings for various events. Additionally, it includes penalties for the Market should they fail to leave the facility by the designated time after their bookings.

This agreement allows for the Market to continue to use the facility during the summer months as they have for numerous years. The community will also see additional market dates throughout the remainder of the year take place. These additional dates are not expected to negatively impact other traditional and expected bookings at Riverside Place.

By 2024, compared to keeping things the same as they currently are, the City will see revenue received from the Market more than double. Additionally, starting this year, there will be an increase in the number of bookings from approximately 23 per year to approximately 32 per year.

**Financial / Staffing Implications**

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

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

The total amount of revenue to be received in 2021 from this lease is estimated to be \$2,550. The estimated revenue to be received from use of Riverside Place was budgeted at \$17,050.

**Alternatives**

1. The City could decline Riverside Farmers Market use of the facility and request their equipment be removed from the premises.
2. The City could request terms of the agreement be renegotiated.
3. The City could continue the current undocumented agreement.

**Submission**

Prepared by:

Reviewed and submitted for Council's consideration by:

*"Original signed by"*

*"Original signed by"*

Mathew Bahm  
 Director of Recreation

Christopher W. Oslund  
 City Manager

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2021-064**  
**Being a by-law to establish Tax Ratios for 2021**

**Whereas** The Corporation of the City of Temiskaming Shores is required to establish tax ratios pursuant to Section 308 of the Municipal Act, 2001, as amended; and

**Whereas** the tax ratios determine the relative amount of taxation to be borne by each property class.

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores hereby enacts a follows:

The tax ratios for the municipality for 2021 are as follows:

Residential/Farm	1.000000
Multi-Residential	2.291631
New Multi-Residential	1.000000
Commercial	2.051519
Commercial Exc. Land	1.436063
Commercial Vac. Land	1.436063
Industrial	2.338225
Industrial Exc. Land	1.519846
Industrial Vac. Land	1.519846
Landfill	3.574008
Pipeline	0.905497
Farmlands	0.250000
Managed Forests	0.250000

**Read a first, second and third time and finally passed** this 20th day of April 2021.

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Mayor

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Clerk

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

**By-law No. 2021-065**

**Being a by-law with respect to  
water and sewer service rates**

**Whereas** in accordance to Section 391(1) a municipality and a local board may pass by-laws imposing fees or charges on any class of persons,

(a) for services or activities provided or done by or on behalf of it; and

**Whereas** in accordance to Section 398 (2) of the Municipal Act, S.O. 2001, c.25, as amended, the treasurer of a local municipality may, and upon request of a local board whose area of jurisdiction includes any part of the municipality shall, add fees and charges imposed by the municipality, or local board, respectively, under this Part to the tax roll for the following property in the local municipality and collect them in the same manner as municipal taxes:

1. In the case of fees and charges for the supply of a public utility, the property to which the public utility was supplied.

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores deems it expedients to enact the following:

1. That the rates and charges with respect to water and sewer services are hereby set as per Schedules "A" and "B" hereto attached and forming part of this by-law.
2. That the provisions of this By-law shall come into force and take effect January 1, 2021.
3. That by-law 2020-060 with respect to rates and charges for water and sewer services is hereby repealed.

**Read a first, second and third time and finally passed** this 20th day of April, 2021.

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Mayor

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Clerk

**Schedule "A"**  
**2021 Schedule of Water & Sewer Rates**

Roll Numbers 010-000-00000-0000 to 010-999-99999-9999 (New Liskeard)  
and 030-000-00000-0000 to 030-999-99999-9999 (Haileybury)

<b><u>Domestic Water and Sewage Users</u></b>			
	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$525.08	\$446.32	\$971.40
Pool	\$56.46	\$47.99	\$104.45
<b><u>Business Operated out of Residential Units</u></b>			
	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$253.47	\$215.45	\$468.92
<b><u>Commercial/Industrial</u></b>			
	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$506.94	\$430.90	\$937.84
<b><u>Restaurants/licensed facilities</u></b>			
	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$1,011.23	\$859.54	\$1,870.77
<b><u>Hotels / Motels (each self Contained Unit)</u></b>			
	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$396.58	\$337.10	\$733.68
<b><u>Car Dealers</u></b>			
	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$1,011.23	\$859.54	\$1,870.77
<b><u>Rooming Houses:</u></b>			
<b><u>Basic Residential</u></b>			
	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$525.08	\$446.32	\$971.40
<b><u>Each Add'l Room</u></b>			
Annual	\$98.11	\$83.39	\$181.50
<b><u>Schools (per student/staff)</u></b>			
	<u>Water only</u>	<u>Sewer only</u>	<u>Combined</u>
Annual	\$13.83	\$11.75	\$25.58

**Sewage Service Rates**

Sewage service rates shall be charged at a rate of eighty-five percent (85%) of the total water rate charges.

**Metered Water Rates**

**Rates and Charges (Residential)**

First 925,000 gallons	\$5.46/1000 gallons
All additional gallons	\$3.57/1000 gallons
Minimum Bill	\$525.08

**Residential Rate (Multi Residential Dwelling)**

First 925,000 gallons	\$5.46/1000 gallons
All additional gallons	\$3.57/1000 gallons
Minimum Bill	\$525.08 x half the number of residential units

**Commercial, Institutional, & Industrial**

First 925,000 gallons	\$3.96/ 1000 gallons
All additional gallons	\$3.44/1000 gallons
Minimum Bill	\$506.94

**Combination of Residential and Commercial, Institutional & Industrial**

First 925,000 gallons	\$5.46/1000 gallons
All additional gallons	\$3.57/1000 gallons
Minimum Bill	\$506.94 x half the number of units
Minimum Bill for Motels	\$506.94 x 35% of the number of units

**Vacancy Rates**

Units unoccupied for a period of at least three (3) consecutive calendar months with water service maintained are eligible for a reduction in the water/sewer rate.

The vacancy rate will take affect in the 4<sup>th</sup> month of the vacancy period.

50%/unit/month

<p><b><u>Water Service Off</u></b></p> <p>Properties with water service turned off by Public Works will be adjustment for the period that the water service is off.</p>	<p>Water Rate - \$0.00 Sewer Rate – 50% of applicable rate</p>
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<p><b><u>Water Meter Rentals</u></b></p>	
<p>Meter Size</p> <p>5/8"</p> <p>3/4"</p> <p>1"</p> <p>1 1/2"</p> <p>2"</p> <p>3"</p> <p>4"</p>	<p>\$60.00</p> <p>\$60.00</p> <p>\$60.00</p> <p>\$96.00</p> <p>\$96.00</p> <p>\$216.00</p> <p>\$216.00</p>
<p><b><u>Water Service Turn off or Turn on</u></b></p>	
<p>-during regular hours</p> <p>-after regular hours</p>	<p>\$40.00 plus HST</p> <p>\$70.00 plus HST</p>
<p><b><u>Bulk Water Charge</u></b></p>	
<p>-Per Load up to 5,500L (based on tank size)</p> <p>-Each Additional 1000L</p>	<p>\$50.00 plus HST</p> <p>\$10.00 plus HST</p>

**Schedule "B"**  
**2021 Schedule of Water and Sewage Rates**

Roll Number 020-000-00000-0000 to 020-999-99999-9999 (Dymond)

<b><u>Water Rates</u></b>	
<b><u>Residential</u></b>	
Annual Fee	\$525.08/unit
Pool	\$56.46/unit
<b><u>Commercial Users</u></b>	
Small	\$506.94/unit
Medium	\$844.18/unit
Large	\$1,350.60/unit
Commercial Retail Outlet	\$92.08/employee
<b><u>Motels &amp; Restaurants</u></b>	
Motels	\$128.38/unit
Motel Swimming Pool	\$10.71/unit
Health Club Swim Pool	\$21.65/member
Restaurant Dining Room	\$46.68/seat
Restaurant Tavern	\$26.67/seat
<b><u>Institution</u></b>	
Schools	\$13.83/student
<b><u>Meter Rates</u></b>	
<b>Commercial, Institutional, &amp; Industrial</b>	
First 925,000 gallons	\$3.96/1000 gallons
All additional gallons	\$3.44/1000 gallons
Minimum Bill	\$506.94
<b><u>Sewage Service Rates</u></b>	
Sewage service rates shall be charged at a rate of eighty-five percent (85%) of the total water rate charges.	

DEBENTURE BY-LAW – SERIAL– QUARTERLY

Single Tier

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

**BY-LAW NUMBER 2021-066**

**A BY-LAW OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES TO AUTHORIZE THE BORROWING UPON SERIAL DEBENTURES IN THE PRINCIPAL AMOUNT OF \$3,712,026.83 TOWARDS THE COST OF WEST ROAD CULVERT, WATER PROJECTS, 2020 ROADS PROGRAM, FLEET REPLACEMENT PLAN, RECREATION PROJECTS, IT UPGRADES, HLBY STP DIGESTER REHABILITATION, FIREFIGHTING EQUIPMENT, AND HAILEYBURY MEDICAL CENTRE UPGRADES**

WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the “**Act**”) provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation of The City of Temiskaming Shores (the “**Municipality**”) has passed the By-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law authorizing the capital work(s) described in column (2) of Schedule “A” (the “**Capital Work(s)**”), and authorizing the entering into of a Financing Agreement dated effective as of March 03, 2021 for the provision of temporary and long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) (the “**Financing Agreement**”) and the Municipality entered into a Financing Agreement dated effective as of March 03, 2021 for the provision of long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) (the “**Financing Agreement**”) and desires to issue debentures for the Capital Work(s) in the amount(s) specified in column (5) of Schedule “A”;

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any) the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount

and each such additional debenture authority (if any), by the Local Planning Appeal Tribunal pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted an application to OILC for long-term borrowing through the issue of debentures to OILC in respect of the Capital Work(s) (the “**Application**”) and the Application has been approved;

AND WHEREAS to provide long-term financing for the Capital Work(s) and to repay certain temporary advances in respect of the Capital Work(s) made by OILC pursuant to the Financing Agreement (if any), it is now deemed to be expedient to borrow money by the issue of serial debentures in the principal amount of \$3,712,026.83 dated May 03, 2021 and maturing on May 03, 2031, and payable in quarterly instalments of combined equal principal and diminishing interest amounts on the third day of August, the third day of November, the third day of February and the third day of May in each of the years 2021 to 2031, both inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF The Corporation of The City of Temiskaming Shores ENACTS AS FOLLOWS:

1. The submitting of the Application and the execution and delivery of the Financing Agreement by the Municipality are hereby confirmed, ratified and approved. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the principal amount of \$3,712,026.83 and the issue of serial debentures therefor to be repaid in quarterly instalments of combined of principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of serial debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said aggregate principal amount of \$3,712,026.83 (the “**Debentures**”). The Debentures shall bear the Municipality’s municipal seal and the signatures of Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$3,712,026.83, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule “B” hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, the

Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness of the Municipality to OILC under the Debentures and to pay such amounts to OILC from the Consolidated Revenue Fund.

5. The Debentures shall all be dated May 03, 2021, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 2.00% per annum and mature during a period of 10 year(s) years from the date thereof payable quarterly in arrears as described in this section. The Debentures shall be paid in full by May 03, 2031 and be payable in quarterly instalments of equal principal and diminishing interest amounts on the third day of August, the third day of November, the third day of February, and the third day of May in each of the years 2021 to 2031, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("**Schedule "C"**").
6. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**") and if any date for payment is not a Business Day, payment shall be made on the next following Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"**Prime Rate**" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of the Debentures: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days,

the “**Prime Rate**” shall be the arithmetic mean of the rates quoted by those Reference Banks.

8. In each year in which a payment of quarterly instalments of combined equal principal and diminishing interest amounts becomes due in respect of the Capital Work(s) including the last ‘non-equal’ instalment of principal, there shall be raised as part of the Municipality’s general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule “C” to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. When a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder’s duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
16. Reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder in accordance with the provisions of the Financing Agreement.
18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do

all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.

19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.
20. Subject to the Municipality's investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.
21. This By-law takes effect on the day of passing.

By-law read a first and second time this 20th day of April, 2021 .

By-law read a third time and finally passed 20th day of April, 2021 .

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Carman Kidd  
Mayor

---

Logan Belanger  
Clerk

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

**Schedule "A" to By-law Number 2021-066**

(1)	(2)	(3)	(4)	(5)	(6)
<b>By-law</b>	<b>Project Description</b>	<b>Approved Amount to be Financed Through the Issue of Debentures</b>	<b>Amount of Debentures Previously Issued</b>	<b>Amount of Debentures to be Issued</b>	<b>Term of Years of Debentures</b>
	West Road Culvert	\$68,052.78	\$0.00		
	Water Projects	\$1,069,379.77	\$0.00		
	2020 Roads Program	\$1,059,786.16	\$0.00		
	Fleet Replacement Plan	\$474,474.06	\$0.00		
2021-020	Recreation Projects	\$662,583.04	\$0.00	\$3,712,026.83	10 year(s)
	IT Upgrades	\$218,635.41	\$0.00		
	Hlby STP Digester Rehabilitation	\$80,442.76	\$0.00		
	Firefighting Equipment	\$26,450.69	\$0.00		
	Haileybury Medical Centre upgrades	\$52,222.16	\$0.00		

Schedule "B" to By-law Number 2021-066

No. 2021-066

\$3,712,026.83

C A N A D A  
Province of Ontario

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

FULLY REGISTERED 2.00% SERIAL DEBENTURE

The Corporation of The City of Temiskaming Shores (the "**Municipality**"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("**OILC**")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "**Conditions**"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (May 03, 2031), the principal amount of

THREE MILLION SEVEN HUNDRED TWELVE THOUSAND TWENTY SIX DOLLARS AND EIGHTY THREE CENTS

----- (\$3,712,026.83) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the third day of August, the third day of November, the third day of February, and the third day of May in each of the years 2021 to 2031, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture Schedule (the "**Amortization Schedule**") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date (May 03, 2021), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.00% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "**OILC Act, 2011**") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 3rd day of May, 2021.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2021-066 of the Municipality duly passed on 20th day of April, 2021 (the "**By-law**"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: May 03, 2021

\_\_\_\_\_  
Carman Kidd, Mayor

(Seal)

\_\_\_\_\_  
Laura Lee MacLeod, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: \_\_\_\_\_  
Authorized Signing Officer

by: \_\_\_\_\_  
Authorized Signing Officer

## LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the principal amount of \$3,712,026.83 dated May 03, 2021 and maturing on May 03, 2031 in quarterly instalments of combined equal principal and diminishing interest amounts on the third day of August, the third day of November, the third day of February, and the third day of May in each of the years 2021 to 2031, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Local Planning Appeal Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

May 03, 2021

Kemp Pirie Crombeen [no signature required]

## CONDITIONS OF THE DEBENTURE

### **Form, Denomination, and Ranking of the Debenture**

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

### **Registration**

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

### **Title**

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

### **Payments of Principal and Interest**

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the payment dates commencing on August 03, 2021 and ending on May 03, 2031, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

## Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

## Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

## Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

## Definitions:

- (a) "**Prime Rate**" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "**Prime Rate**" shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) "**Make-Whole Amount**" means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) "**Ontario Yield**" means the yield to maturity on the date of prepayment of the Debenture, assuming quarterly compounding, which a non-prepayable term loan made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which

is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**  
**Schedule "C" to By-law Number 2021-066**

Loan Amortization Schedule

Name.....: Temiskaming Shores, The Corporation of The City of

Principal: \$3,712,026.83

Rate.....: 2.00%

Term.....: 10 years

Matures..: May/03/2031

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	08/03/2021	111,513.35	92,800.67	18,712.68	3,619,226.16
2	11/03/2021	111,045.54	92,800.67	18,244.87	3,526,425.49
3	02/03/2022	110,577.72	92,800.67	17,777.05	3,433,624.82
4	05/03/2022	109,545.47	92,800.67	16,744.80	3,340,824.15
5	08/03/2022	109,642.08	92,800.67	16,841.41	3,248,023.48
6	11/03/2022	109,174.27	92,800.67	16,373.60	3,155,222.81
7	02/03/2023	108,706.45	92,800.67	15,905.78	3,062,422.14
8	05/03/2023	107,735.22	92,800.67	14,934.55	2,969,621.47
9	08/03/2023	107,770.82	92,800.67	14,970.15	2,876,820.80
10	11/03/2023	107,303.00	92,800.67	14,502.33	2,784,020.13
11	02/03/2024	106,835.18	92,800.67	14,034.51	2,691,219.46
12	05/03/2024	106,072.44	92,800.67	13,271.77	2,598,418.79
13	08/03/2024	105,899.55	92,800.67	13,098.88	2,505,618.12
14	11/03/2024	105,431.73	92,800.67	12,631.06	2,412,817.45
15	02/03/2025	104,963.91	92,800.67	12,163.24	2,320,016.78
16	05/03/2025	104,114.72	92,800.67	11,314.05	2,227,216.11

17	08/03/2025	104,028.28	92,800.67	11,227.61	2,134,415.44
18	11/03/2025	103,560.46	92,800.67	10,759.79	2,041,614.77
19	02/03/2026	103,092.65	92,800.67	10,291.98	1,948,814.10
20	05/03/2026	102,304.48	92,800.67	9,503.81	1,856,013.43
21	08/03/2026	102,157.01	92,800.67	9,356.34	1,763,212.76
22	11/03/2026	101,689.19	92,800.67	8,888.52	1,670,412.09
23	02/03/2027	101,221.38	92,800.67	8,420.71	1,577,611.42
24	05/03/2027	100,494.23	92,800.67	7,693.56	1,484,810.75
25	08/03/2027	100,285.74	92,800.67	7,485.07	1,392,010.08
26	11/03/2027	99,817.93	92,800.67	7,017.26	1,299,209.41
27	02/03/2028	99,350.11	92,800.67	6,549.44	1,206,408.74
28	05/03/2028	98,750.08	92,800.67	5,949.41	1,113,608.07
29	08/03/2028	98,414.48	92,800.67	5,613.81	1,020,807.40
30	11/03/2028	97,946.66	92,800.67	5,145.99	928,006.73
31	02/03/2029	97,478.84	92,800.67	4,678.17	835,206.06
32	05/03/2029	96,873.73	92,800.67	4,073.06	742,405.39
33	08/03/2029	96,543.21	92,800.67	3,742.54	649,604.72
34	11/03/2029	96,075.39	92,800.67	3,274.72	556,804.05
35	02/03/2030	95,607.57	92,800.67	2,806.90	464,003.38
36	05/03/2030	95,063.48	92,800.67	2,262.81	371,202.71
37	08/03/2030	94,671.94	92,800.67	1,871.27	278,402.04
38	11/03/2030	94,204.12	92,800.67	1,403.45	185,601.37
39	02/03/2031	93,736.30	92,800.67	935.63	92,800.70
40	05/03/2031	93,253.23	92,800.67	452.56	0.03

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4,092,951.94 3,712,026.80 380,925.14

C A N A D A  
Province of Ontario  
**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

FULLY REGISTERED 2.00% SERIAL DEBENTURE

The Corporation of The City of Temiskaming Shores (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “**Conditions**”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (May 03, 2031), the principal amount of

THREE MILLION SEVEN HUNDRED TWELVE THOUSAND TWENTY SIX DOLLARS AND EIGHTY THREE CENTS

----- (\$3,712,026.83) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the third day of August, the third day of November, the third day of February, and the third day of May in each of the years 2021 to 2031, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Serial Debenture Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date (May 03, 2021), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.00% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 3rd day of May, 2021.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2021-066 of the Municipality duly passed on 20th day of April, 2021 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: May 03, 2021

\_\_\_\_\_  
Carman Kidd, Mayor

(Seal)

\_\_\_\_\_  
Laura Lee MacLeod, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: \_\_\_\_\_  
Authorized Signing Officer

by: \_\_\_\_\_  
Authorized Signing Officer

## LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the principal amount of \$3,712,026.83 dated May 03, 2021 and maturing on May 03, 2031 in quarterly instalments of combined equal principal and diminishing interest amounts on the third day of August, the third day of November, the third day of February, and the third day of May in each of the years 2021 to 2031, both inclusive, save and except for the last instalment of principal which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Local Planning Appeal Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

May 03, 2021

Kemp Pirie Crombeen [no signature required]

## CONDITIONS OF THE DEBENTURE

### Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

### Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

### Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

### Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the payment dates commencing on August 03, 2021 and ending on May 03, 2031, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.

## Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

## Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

## Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

## Definitions:

- (a) "**Prime Rate**" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "**Prime Rate**" shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) "**Make-Whole Amount**" means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) "**Ontario Yield**" means the yield to maturity on the date of prepayment of the Debenture, assuming quarterly compounding, which a non-prepayable term loan made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which

is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

Loan Amortization Schedule

Name.....: Temiskaming Shores, The Corporation of The City of

Principal: \$3,712,026.83

Rate.....: 2.00%

Term.....: 10 years

Matures..: May/03/2031

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
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1	08/03/2021	111,513.35	92,800.67	18,712.68	3,619,226.16
2	11/03/2021	111,045.54	92,800.67	18,244.87	3,526,425.49
3	02/03/2022	110,577.72	92,800.67	17,777.05	3,433,624.82
4	05/03/2022	109,545.47	92,800.67	16,744.80	3,340,824.15
5	08/03/2022	109,642.08	92,800.67	16,841.41	3,248,023.48
6	11/03/2022	109,174.27	92,800.67	16,373.60	3,155,222.81
7	02/03/2023	108,706.45	92,800.67	15,905.78	3,062,422.14
8	05/03/2023	107,735.22	92,800.67	14,934.55	2,969,621.47
9	08/03/2023	107,770.82	92,800.67	14,970.15	2,876,820.80
10	11/03/2023	107,303.00	92,800.67	14,502.33	2,784,020.13
11	02/03/2024	106,835.18	92,800.67	14,034.51	2,691,219.46
12	05/03/2024	106,072.44	92,800.67	13,271.77	2,598,418.79
13	08/03/2024	105,899.55	92,800.67	13,098.88	2,505,618.12
14	11/03/2024	105,431.73	92,800.67	12,631.06	2,412,817.45
15	02/03/2025	104,963.91	92,800.67	12,163.24	2,320,016.78
16	05/03/2025	104,114.72	92,800.67	11,314.05	2,227,216.11
17	08/03/2025	104,028.28	92,800.67	11,227.61	2,134,415.44
18	11/03/2025	103,560.46	92,800.67	10,759.79	2,041,614.77
19	02/03/2026	103,092.65	92,800.67	10,291.98	1,948,814.10

20	05/03/2026	102,304.48	92,800.67	9,503.81	1,856,013.43
21	08/03/2026	102,157.01	92,800.67	9,356.34	1,763,212.76
22	11/03/2026	101,689.19	92,800.67	8,888.52	1,670,412.09
23	02/03/2027	101,221.38	92,800.67	8,420.71	1,577,611.42
24	05/03/2027	100,494.23	92,800.67	7,693.56	1,484,810.75
25	08/03/2027	100,285.74	92,800.67	7,485.07	1,392,010.08
26	11/03/2027	99,817.93	92,800.67	7,017.26	1,299,209.41
27	02/03/2028	99,350.11	92,800.67	6,549.44	1,206,408.74
28	05/03/2028	98,750.08	92,800.67	5,949.41	1,113,608.07
29	08/03/2028	98,414.48	92,800.67	5,613.81	1,020,807.40
30	11/03/2028	97,946.66	92,800.67	5,145.99	928,006.73
31	02/03/2029	97,478.84	92,800.67	4,678.17	835,206.06
32	05/03/2029	96,873.73	92,800.67	4,073.06	742,405.39
33	08/03/2029	96,543.21	92,800.67	3,742.54	649,604.72
34	11/03/2029	96,075.39	92,800.67	3,274.72	556,804.05
35	02/03/2030	95,607.57	92,800.67	2,806.90	464,003.38
36	05/03/2030	95,063.48	92,800.67	2,262.81	371,202.71
37	08/03/2030	94,671.94	92,800.67	1,871.27	278,402.04
38	11/03/2030	94,204.12	92,800.67	1,403.45	185,601.37
39	02/03/2031	93,736.30	92,800.67	935.63	92,800.70
40	05/03/2031	93,253.23	92,800.67	452.56	0.03

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4,092,951.94 3,712,026.80 380,925.14

## CERTIFICATE OF THE CLERK

**To: Kemp Pirie Crombeen**

**And To: OILC**

IN THE MATTER OF an issue of a 10 year(s), 2.00% serial debenture of The Corporation of The City of Temiskaming Shores (the "**Municipality**") in the principal amount of \$3,712,026.83, authorized by Debenture By-law Number 2021-066 (the "**Debenture By-law**");

AND IN THE MATTER OF authorizing by-law(s) of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, Logan Belanger, Clerk of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on the April 20, 2021 in full compliance with the *Municipal Act, 2001*, as amended (the "**Act**") at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Mayor and the Clerk and sealed with the municipal seal of the Municipality.
2. The authorizing by-law(s) referred to in Schedule "A" to the Debenture By-law (the "**Authorizing By-law(s)**") have been enacted and passed by the Council of the Municipality in full compliance with the Act at meeting(s) at which a quorum was present. Forthwith after the passage of the Authorizing By-law(s) the same were signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.
3. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the "**Capital Work(s)**"), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Council of the Municipality had its Treasurer complete the required calculation set out in the relevant debt and financial obligation limits regulation (the "**Regulation**"). Accordingly, based on the Treasurer's calculation and determination under the Regulation, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Local Planning Appeal Tribunal pursuant to the Regulation.
4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law(s) nor have the same been in any way repealed, altered or amended, except insofar as some of the Authorizing By-law(s) may have been amended by any of the Authorizing By-law(s) set forth in Schedule "A" (if any), and the Debenture By-law and the Authorizing By-law(s) are now in full force and effect.
5. All of the recitals contained in the Debenture By-law and the Authorizing By-law(s) are true in substance and fact.

6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law(s) and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.

7. None of the debentures authorized to be issued by the Authorizing By-law(s) have been previously issued.

8. The Municipality is not subject to any restructuring order under part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law(s) and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the municipality.

9. The Authorizing By-law(s) and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

**DATED** at The Corporation of The City of Temiskaming Shores as at the 3rd day of May, 2021

[AFFIX SEAL]

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Logan Belanger, Clerk

## CERTIFICATE OF THE TREASURER

**To: Kemp Pirie Crombeen**

**And To: OILC**

IN THE MATTER OF an issue of a 10 year(s), 2.00% serial debenture of The Corporation of The City of Temiskaming Shores (the "**Municipality**") in the principal amount of \$3,712,026.83, for Capital Work(s) of the Municipality authorized by Debenture By-law Number 2021-066 (the "**Debenture By-law**");

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

This Certificate is issued pursuant to the financing agreement between OILC and the Municipality effective the 3rd day of March, 2021 (the "**Financing Agreement**"). Capitalized terms used herein and defined in the Financing Agreement have the meanings ascribed to them in the Financing Agreement.

I, Laura Lee MacLeod, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant years.
2. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the "**Capital Work(s)**"), before the Council of the Municipality authorized the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the "**Regulation**"). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council's approval. Based on the Treasurer's determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Local Planning Appeal Tribunal pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit for 2019<sup>1</sup>.

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<sup>1</sup> Year of the most recent limit (ARL) received from MMA

4. In updating the relevant debt and financial obligation limit(s), the estimated annual amounts payable described in the Regulation were determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the relevant Public Sector Accounting Board.
5. Any issues that were raised in any audit conducted under paragraph 16 (a) of the Financing Agreement have been resolved to the satisfaction of OILC in its sole discretion and/or OILC has not required an audit under paragraph 16 (a) of the Financing Agreement or such audit is not ongoing.
6. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).
7. The principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of each such Capital Work and does not exceed the Committed Amount for such Capital Work(s).
8. Expenditures on the Capital Work(s) have been made or will be made in an amount that does not exceed the Committed Amount for such Capital Work(s), if OILC, in its sole discretion, has agreed to purchase the debentures to be issued pursuant to the Debenture By-law prior to making any Advance or prior to the expenditure of all or any portion of the Committed Amount on the Capital Work(s).
9. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.
10. As of the date hereof none of the events specified in paragraph 12(c) of the Financing Agreement have occurred or are continuing.
11. On or before May 03, 2021, I as Treasurer, signed the fully registered serial debenture numbered 2021-066 in the principal amount of \$3,712,026.83 dated May 03, 2021, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "**OILC Debenture**").
12. On or before May 03, 2021, the OILC Debenture was signed by Carman Kidd, Mayor of the Municipality, at the date of the execution and issue of the OILC Debenture, the OILC Debenture was sealed with the seal of the Municipality, the OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture the Municipality is not exceeding its borrowing powers.
13. The said, Carman Kidd, is the duly Mayor of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the

Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.

14. No litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Mayor or myself as Treasurer of the Municipality, and no Mayor or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.

15. The representations and warranties of the Municipality set out in paragraph 2 of the Financing Agreement were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof and the Municipality is not in material default of any of its obligations under such Financing Agreement.

**DATED** at The Corporation of The City of Temiskaming Shores as at the 3rd day of May, 2021.

[AFFIX SEAL]

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Laura Lee MacLeod, Treasurer

I, Logan Belanger, Clerk of the Municipality do hereby certify that the signature of Laura Lee MacLeod, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

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Logan Belanger, Clerk

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

**By-law No. 2021-067**

**Being a by-law to authorize the execution of a Site Plan Control Agreement with Lawrence Coulis for 522 Georgina Avenue  
Roll No. 5418-030-002-025.00**

**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** Section 41 of the Planning Act, R.S.O. 1990 c.P.13, as amended, enables the Municipality to establish a Site Plan Control Area; and

**Whereas** the Council of the Corporation of the City of Temiskaming Shores passed By-law No. 2018-097 designating the City of Temiskaming Shores as Site Plan Control Areas; and

**Whereas** Council considered Administrative Report No. CS-018-2021 at the April 20, 2021 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Site Plan Agreement with Lawrence Coulis for consideration at the April 20, 2021 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. The Mayor and Clerk are hereby authorized to enter into a Site Plan Control Agreement with Lawrence Coulis, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
2. That a Notice of Agreement be registered at the Land Titles Office in Haileybury to register Schedule "A" to this by-law; and
3. That this by-law takes effect on the day of its final passing; and
4. 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 20<sup>th</sup> day of April 2021.

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Mayor

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Clerk



Schedule "A" to  
**By-law No. 2021-067**  
**Site Plan Control Agreement**  
**(522 Georgina Avenue)**

**This agreement** made this 20<sup>th</sup> day of April, 2021.

Between:

**The Corporation of the City of Temiskaming Shores**  
325 Farr Drive, P.O. Box 2050, Haileybury, ON P0J 1K0  
(hereinafter called the “**City**”)

And:

**Lawrence Coulis**  
903-375 King Street North, Waterloo, ON N2J 4L6  
(hereinafter called the “**Owner**”)

**Whereas** the City of Temiskaming Shores enacted Site Plan Control Area By-law No. 2018-097 pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended (the “**Act**”);

**And Whereas** By-law No. 2018-097 also sets out policies for site plan control assurances;

**And Whereas** by an application dated on or about October 30<sup>th</sup>, 2020, the Owner applied to the City for site plan approval in respect of its development described in Schedule “A”;

**And Whereas** the Owner owns the property described as 522 Georgina Avenue, Plan M13NB Block G Lot 1 to Lot 3 Parcel 6544NND;

**Now Therefore** in consideration of the mutual covenants contained herein, the parties covenant and agree as follows:

Conditions for Site Plan Control Agreement

This Agreement shall apply to the Lands, and to the development and redevelopment of the Lands.

The Owner covenants and agrees:

1. That no development or redevelopment will proceed on the Lands except in accordance with the Plans approved by the City pursuant to Section 41 of the Planning Act R.S.O. 1990, c.P.13, and more specifically identified in Appendix 1 to 9 inclusive attached hereto (collectively, the “**Plans**”);
2. That the proposed buildings, structures and other works shown on the Plans with respect to the Lands shall be completed in conformity with the Plans;
3. To carry out all works in such a manner as to prevent erosion of earth, debris and

- other material from being washed or carried in any manner onto any road or road allowance whether opened or unopened or onto the property of any other person or persons;
4. To construct an entrance/exit in the locations as shown on the Plans to the satisfaction of the City;
  5. To provide such pavement markings, sidewalks, paving, curb cuts, and to landscape the Lands as shown on the Plans and further agrees to maintain same to the satisfaction of the City;
  6. That prior to the work commencing, arrangements for the necessary permits and approvals must be made with the City's Public Works Department and Building Department;
  7. That any required work on the property in respect to municipal water and sanitary sewer must be carried out in accordance with City specifications, by a contractor approved by the City, at the expense of the Owner;
  8. That the Owner must provide confirmation to the Manager of Environmental Services that the water and sanitary sewer services are adequate to support the development;
  9. That upon completion of installation and construction of all of the services, works and facilities, the Owner shall supply the City with a certificate from the Owner's engineer verifying that the services, works and facilities were installed and constructed in accordance with the approved plans and specifications.
  10. To ensure snow and runoff from the Lands do not impact the City's sidewalks, roadways or any adjacent property to the satisfaction of the City acting reasonably. Where the City identifies an immediate concern all reasonable attempts will be made to contact the Owner (via telephone and email) to address the concern. If contact cannot be made or the Owner does not complete the work, the City will complete the work and recover from the Owner all reasonable costs, by action or in like manner as municipal taxes that are overdue and payable.
  11. That all entrances, exits and fire routes within the parking areas shall, at all times, be kept clean and clear of snow or debris to the satisfaction of the City acting reasonably, failing which the City shall notify the Owner in writing by registered mail and allow the Owner two (2) business days from receipt of the written notice to perform the required work. If the Owner does not complete the required work within two (2) business days the City shall have the right to enter upon the parking areas, undertake the clearing and removal of snow or debris on all entrances, exits and fire routes and recover from the Owner all reasonable costs, by action or in like manner as municipal taxes (post project completion) that are overdue and payable.

12. That all conditions as set out in this agreement and as shown on the Plans inclusive, shall be completed within one (1) year of the issuance of an Occupancy Permit. That all work shown on the Plans that is legislated by Ontario Building Code shall be completed prior to the issuance of an Occupancy Permit.
13. That all conditions as set out in the agreement and as shown on the Plans inclusive, shall be completed within two (2) years of the issuance of any building permit. All work shown on the Plans that is legislated by the Ontario Building Code shall be completed prior to the issuance of an Occupancy Permit.
14. That prior to receiving a building permit, the Owner will deposit with the City, the sum of \$230 in Canadian Dollars by way of a certified cheque, cash or an irrevocable Letter of Credit to ensure the satisfactory performance of all work to be done on the subject lands, to ensure fulfilment of all terms and conditions of this Agreement.
  - (a) The Letter of Credit must be arranged such that draws may be made by the City, if necessary, in accordance with the terms and conditions of this Agreement.
  - (b) Upon completion of all works and services required by this Agreement to the satisfaction of the City acting reasonably, the City shall return any deposit to the then owner of the property.
  - (c) Should the owner fail to comply with the terms and conditions of this agreement the City may undertake the required work. Should the owner fail to pay the City forthwith upon demand, the City shall apply all or such portion of the deposit as may be required towards the cost.
    - (i) Should the cost exceed the amount of the deposit, the City will invoice the Owner for the additional amount.
15. That the Owner will indemnify the City and each of its officers, servants, and agents from all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the execution, non-execution or imperfect execution of any of the work hereinbefore mentioned to be performed by the Owner or its contractors, officers, servants or agents or of the supply or non-supply of material therefore to be supplied by the Owner or its contractors, officers, servants or agents, provided such loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence on the part of the Owner or its contractors, officers, servants or agents.
16. That the Owner shall not hold the City responsible for any and all costs related to the provision of revised site plans.

17. That the Owner consents to the registration of this Agreement against the Lands by way of “Notice of Agreement” and understands that the said Notice of Agreement shall remain on title to the Lands in perpetuity or until mutual consent of the Owner and the City to remove the Notice of Agreement from title.
18. That the Owner understands and agrees that it shall be responsible for all fees incurred in the registration of this Agreement against the title to the Lands and for all registration fees incurred in the registration of any subsequent amendment or deletion of the Agreement from title and for any approvals or consents required to register this Agreement.
19. The Owner shall arrange for and shall be responsible for all fees incurred in the registration of postponements of all debentures, charges, mortgages, or other similar documents registered prior to the registration of this Agreement.
20. That the Owner understands and agrees that any modifications to the site, additional structures, building additions and/or new buildings on the Lands shall require an amendment to this Agreement, if deemed by the City to be of a magnitude to warrant such an amendment.
21. The following Appendices are attached to this agreement:
  - Appendix 1 – SITEPLAN; SP1.0; DRAWN BY: J.KELLY; REISSUED FOR PERMIT 21.02.11
  - Appendix 2 – BUILDING ELEVATIONS; A3.0; DRAWN BY: J.KELLY; REISSUED FOR PERMIT 21.02.11.

**This Agreement** shall be binding upon the parties hereto and their respective 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 )

**Lawrence Coulis**

\_\_\_\_\_  
Signature

Municipal Seal )

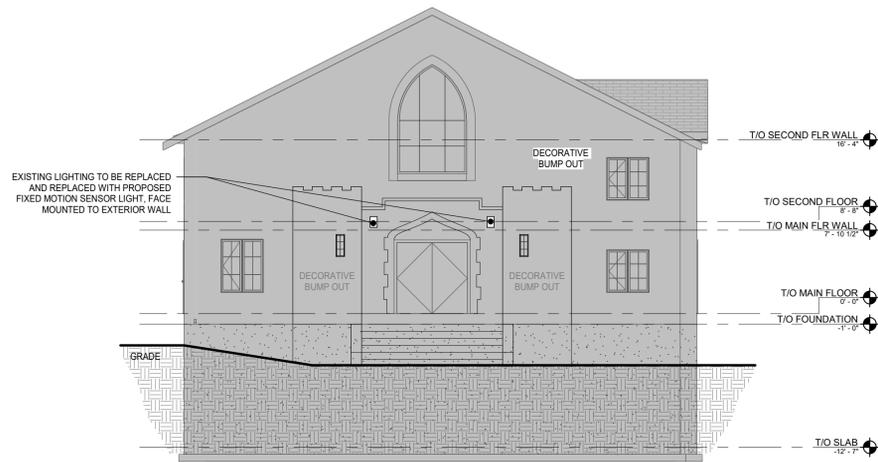
**Corporation of the City of Temiskaming  
Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

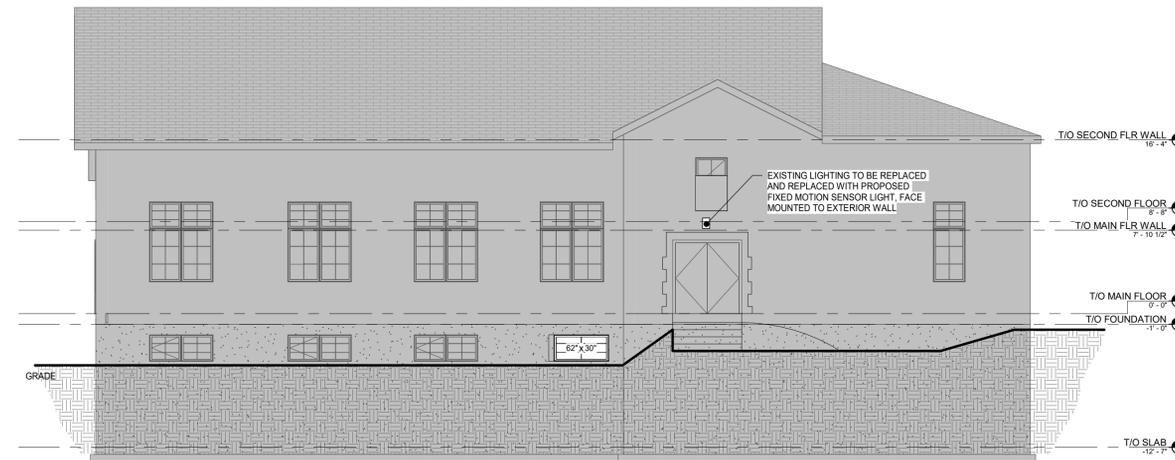
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Clerk – Logan Belanger



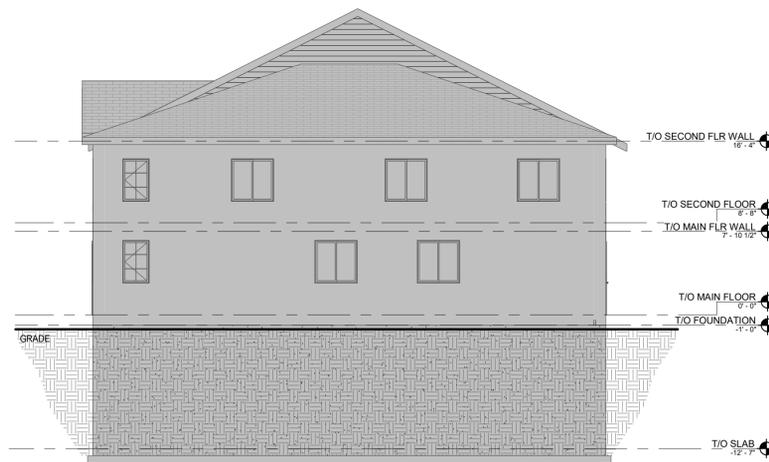
REV No.	DATE	REVISION
1	21.02.11	ISSUED FOR PERMIT



1 EAST BUILDING ELEVATION  
A3.0  
VF-1'E



2 NORTH BUILDING ELEVATION  
A3.0  
VF-1'E



4 WEST BUILDING ELEVATION  
A3.0  
VF-1'E



3 SOUTH BUILDING ELEVATION  
A3.0  
VF-1'E

**TACOMA**  
ENGINEERS

Firm BCIN: 29504

The undersigned has reviewed and taken responsibility for this design for categories checked. As required by OSC Div. 2, 2.2.4, the designer is qualified and the firm is registered in the categories checked below.

- Building Structure
- Complex Building
- Large Building
- Small Building

Signature: *[Signature]*

Designer: John Hill

Designer BCIN: 39864

Date: February 15, 2021



**TRI-CITY**  
DRAFTING AND DESIGN  
SERVICES  
11 KENT STREET GUELPH, ONTARIO N1H 3B6  
SERVICE@TRICITYDRAFTING.COM

LAWRENCE COULIS  
PROPOSED RENOVATION AND CONVERSION  
522 GEORGINA AVE.  
HALIEYBURY, ON. P0J 1K0

BUILDING ELEVATIONS

DRAWN BY: J.KELLY PROJECT No.: 20TC075

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

**By-law No. 2021-068**

**Being a by-law to amend By-law No. 2020-047 to enter into an agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services at various locations within the City of Temiskaming Shores**

**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, through By-law No. 2020-047 entered into an Agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services at various locations within the City of Temiskaming Shores for completion by October 31, 2020; and

**Whereas** Council considered Memo Report 011-2021-PW at the April 20, 2021 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2020-047 to extend the agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services at various locations within the City, for consideration at the April 20, 2021 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. 2020-047, be hereby amended by deleting Article 1 c) and replace with the following:

Complete, as certified by the Manager of Transportation Services, all the work by October 31st, 2021.

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

**Read a first, second and third time and finally passed** this 20<sup>th</sup> day of April, 2021.

---

Mayor

---

Clerk

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

### **By-law No. 2021-069**

#### **Being a by-law to enter into an agreement with J.R. Brisson Equipment Ltd. for the Supply and Delivery of one (1) Articulated Four-Wheel Drive Front-End Loader**

**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-009-2021 at the April 20, 2021 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with J.R. Brisson Equipment Ltd. for the Supply and Delivery of one (1) Articulated Four-Wheel Drive Front-End Loader, including an extended warranty, winter tires and an auto greaser, for consideration at the April 20, 2021 regular 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 J.R. Brisson Equipment Ltd. for the Supply and Delivery of one (1) Articulated Four-Wheel Drive Front-End Loader, including an extended warranty, winter tires and an auto greaser, in the amount of \$225,924.00, 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 20<sup>th</sup> day of April, 2021.

---

Mayor

---

Clerk



Schedule "A" to

**By-law 2021-069**

Agreement between

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

And

**J.R. Brisson Equipment Ltd.**

for the Supply and Delivery of one (1) Articulated Four-Wheel Drive Front-End Loader

**This agreement** made in duplicate this 20<sup>th</sup> day of April 2021.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called "the Owner")

and

**J.R. Brisson Equipment Ltd.**  
(hereinafter called "the Supplier")

Witnesseth:

That the Owner and the Supplier shall undertake and agree as follows:

**Article I:**

The Supplier will:

- a) Provide one (1) new Articulated Four-Wheel Drive Front-End Loader, including an extended warranty, winter tires and an auto greaser in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores  
Request for Proposal (PW-RFP-002-2021)  
Supply and Delivery of an Articulated Four-Wheel Drive Front-End Loader**

- 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) Delivery of equipment by **August 30, 2021.**

**Article II:**

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the supply and delivery of one (1) new Tri-Axle Dump Truck, in the amount of **Two-Hundred and Twenty-Five Thousand, Nine-Hundred and Twenty-Four Dollars and Zero Cents (\$225,924.00), plus applicable taxes;**
- a) 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 Supplier:

**J.R. Brisson Equipment Ltd.**

121 St-Pierre Road  
Vars, Ontario K0A 3H0

Attn.: Mike Leger

The Owner:

**City of Temiskaming Shores**

325 Farr Drive  
P.O. Box 2050  
Haileybury, Ontario P0J 1K0

Attn.: Mitch Lafreniere

**Remainder of Page left blank intentionally**





Appendix 01 to  
Schedule "A" to

**By-law No. 2021-069**

Form of Agreement



Dymond  
Haileybury  
New Liskeard

Discover a whole new Ontario • Découvrez un tout nouvel Ontario

City of Temiskaming Shores  
Request for Proposal

PW-RFP-002-2021

Supply and Delivery of an Articulated Four-Wheel Drive Front End Loader

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



City of Temiskaming Shores  
Front End Loader  
PW-RFP-002-2021

Supply and Delivery of an Articulated Four-Wheel Drive

## Objective

This Request for Proposal describes the requirements of The Corporation of the City of Temiskaming Shores to receive proposals from qualified companies for the supply and delivery of an articulated four-wheel drive front end loader for municipal operations. The loader can be a demo or slightly used (no more than two (2) years old) or new.

## Introduction

Located at the head of Lake Temiskaming, Temiskaming Shores is located in Northeastern Ontario, near the Quebec border. Temiskaming Shores covers 163.32 km<sup>2</sup> and has a population of approximately 10,600.

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

## Definitions

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

## Submission

Submissions must be in **.pdf format** and submitted electronically to:

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

Subject Line: **PW-RFP-002-2021 “Supply and Delivery – Four-wheel Drive Loader”**

Attention: Logan Belanger, Clerk

The closing date for the submission of Proposal will be at **2:00 pm local time on Tuesday March 30th, 2021.**

- Late Proposals will not be accepted;
- Proposals by fax will not be accepted;
- Proposals by mail will not be accepted;
- Partial Proposals are not accepted;
- The City reserves the right to accept or reject any or all Proposals;
- The City reserves the right to accept any Proposal it considers advantageous;
- The lowest priced proposal will not necessarily be accepted;
- The City reserves the right to enter into negotiations with a Contractor and any changes to the Proposal that are acceptable to both parties will be binding.
- The Proposals shall be valid for 30 (thirty) days from submission date.



City of Temiskaming Shores  
Front End Loader  
PW-RFP-002-2021

Supply and Delivery of an Articulated Four-Wheel Drive

## Questions

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

**Mitch Lafreniere**

Manager of Transportation Services

City of Temiskaming Shores

325 Farr Drive

Temiskaming Shores, ON P0J 1K0

Phone: (705) 672-3363 ext. 4113

Fax: (705) 672-3200

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



City of Temiskaming Shores  
 Front End Loader  
 PW-RFP-002-2021

Supply and Delivery of an Articulated Four-Wheel Drive

**Scope of Work**

To supply and deliver a new 2021 Model Year or slightly used (no more than two (2) years old Articulated Four-wheel drive front end loader. The following is intended to be a minimum standard required for the unit proposed. A demo unit may be requested for on-site demo prior to award. The loader shall be a JD 524L or equivalent;

**SPECIFICATION SUMMARY**

**CONFIRMATION**

S.A.E. Heaped Bucket capacity 2.75 cu. yd. (2.1 cu.m)	Yes: Yes	No:
Operating weight 28,236 lbs. (12,834 kg.) min.	Yes: Yes	No:
S.A.E. Operating Load 8,593 Lb (3,905 kg) minimum	Yes: Yes	No:
Engine, diesel turbocharged 141 Net Peak Power	Yes: Yes	No:
Transmission – 4F, 3R - torque converter PowerShift	Yes: Yes	No:
Front axle equipped with Hydraulic Differential Lock	Yes:	No: No
Dump Clearance 45 Degree Full Height 103" minimum	Limited slip differential front & back Yes: Yes	No:

**GENERAL SPECIFICATION**

This unit shall be supplied with all standard equipment, plus, all other equipment required by this specification:	Yes: Yes	No:
This loader is to be supplied without wheel weights, hydro-inflation or non-standard counterweights:	Yes: Yes	No:
Specification definitions shall be to S.A.E. and ISO standards unless otherwise stated:	Yes: Yes	No:



**DETAILED SPECIFICATION**

**1. Make and Model**

Specify:

Make: Case

Model: 621G

Year Bid 2021

**2. TYPE:**

The Loader shall be a manufacturer's standard model, (specification sheet to be submitted with bid documents)

Yes: Yes      No:

**ENGINE:**

Diesel powered, 141 Net Peak H.P.  
minimum, within governed R.P.M. range

Specify:

Make: Case

Model: F4Hfe613W

H.P. 162 net peak H.P.

Net Peak Torque 448 lb-ft @1600 RPM minimum

Specify: 510 lb-ft @1600 RPM

Net torque rise shall be 47% minimum

Specify: Data not available



Displacement – 6.8 litre minimum,		Specify: 6.7 Litre
Tier III Emission Certified engine minimum		Specify: Tier 4 Final
4 stroke wet sleeve engine	Yes:	No: No, parent metal bore
Cylinder sleeves shall be removable	Yes:	No: No, parent metal bore
Turbocharged and charge air cooled	Yes: Yes	No:

**4. Engine Equipment:**

Two stage dry air filter with a dirt ejector and restriction indicator visible from the cab shall be supplied:	Yes: Yes	No:
Minimum engine oil drain interval of 500 hours		Specify: 500 hours
Battery - two 12-volt batteries with 2-950 CCA each.		Rating 2- 12 volt batteries 950 CCA each
Alternator, 100 amp. minimum.	Yes: Yes	No:  Specify: 120 _____ Amp



City of Temiskaming Shores  
Front End Loader  
PW-RFP-002-2021

Supply and Delivery of an Articulated Four-Wheel Drive

Fuel Filter and water separator - shall be supplied      Yes: X      No:

Engine coolant temperature gauge      Yes: X      No:

Transmission oil temperature gauge      Yes: X      No:

Hydraulic Oil temperature gauge      Yes: X      No:

Engine Oil pressure gauge      Yes: X      No:

Speedometer      Yes: X      No:

Tachometer      Yes: X      No:

Odometer      Yes: X      No:

Hour meter      Yes: X      No:

Monitor system with audible and visual warnings for      Yes: X      No:

all other functions.

Heavy-duty trash resistant radiator and high ambient      Yes:      No: No

Should not be required in your operating conditions.

Cooling package

Proportionally controlled, hydraulically driven swing      Yes: X      No:

out fan with safety guard

Engine compartment shall be completely separated      Yes: X      No:

from the cooling compartment





**6. TRANSMISSION:**

- |   |                               |     |
|---|-------------------------------|-----|
| The transmission shall have four speeds forward and three reverse speeds minimum.           | Yes: Yes                      | No: |
|   | Specify: 4 forward, 3 reverse |     |
| Monitor w rear display  | Specify: X                    |     |
|   | Monitor in side console.      |     |
| Transmission oil cooler as standard equipment   | Yes: X                        | No: |
| Machine shall have a forward/neutral/reverse switch standard on the loader control joystick | Yes: X                        | No: |
| Transmission shall have an auto shift mode.   | Yes: X                        | No: |
| Quick shift button on loader joystick with two selectable modes                             | Yes: X                        | No: |
| Transmission Clutch Disconnect feature with three selectable modes                          | Yes: X                        | No: |



7. **AXLES:**

Front and rear axles shall have a hydraulically actuated locking differential Specify: Limited slip

Final Drives shall be heavy-duty inboard planetary Yes: No:X  
Specify: Outboard planetaries

Factory installed axle oil coolers & filter shall be supplied Yes: No:X  
Not required in that model.

Rear axle shall, not have less than 24 degrees of total oscillation stop, to stop when equipped with 20.5-25 tires Yes:X No:  
Specify: 24 degrees





Specify: 34' 3.2"

Steering articulation angle shall be, no less than 40 degrees in each direction

Yes: X      No:  
 Specify: 40 degrees

Tilt steering column shall be provided

Yes: X      No:

**10. BRAKES:**

All hydraulic inboard wet disc service brakes, Self-adjusting and self-equalizing shall be supplied.

Yes: Yes      No:  
 Yes

Parking brake supplied, shall be independent of service brakes, engage automatically when engine shuts down and neutralize the transmission.

Yes: X      No:

Parking brake shall be multi-wet disc

Yes:      No: X

Parking/secondary brake shall be of sufficient design to hold the weight of the machine on a slope.

Yes: X      No:

Parking brake shall have indicator light and audible warning when engaged

Yes: X      No:



City of Temiskaming Shores  
Front End Loader  
PW-RFP-002-2021

Supply and Delivery of an Articulated Four-Wheel Drive

All brakes must conform to ISO 3450 specification.

Yes:X

No:

**TIRES:**

Unit shall be equipped with 20.5 R 25

Specify: 20.5 R 25,L3 Michelin tires

L3 Michelin radial tires with multi-piece rims

**12. FRAME:**

Loader frame shall be of a 4-vertical plate design with plates extending from boom pivot pins reaching to the front axle to distribute boom loads on the axle.

Yes:X

No:

Machine shall be equipped with an exterior mounted ground level storage compartment

Yes  
X

No:

Z Bar system

Yes:  
X

No:

**11. CAB:**

An enclosed weather-proof deluxe steel cab with side openings for easy access to the driver's seat shall be provided

Yes:X

No:

One door on the left side.

All windows shall be tinted safety glass

Yes:X

No:



City of Temiskaming Shores  
Front End Loader  
PW-RFP-002-2021

Supply and Delivery of an Articulated Four-Wheel Drive

Sound suppression with maximum ISO 6396 sound rating of 70 dBa	Yes: X 68 dBa	No:
A certified roll over protective structure shall be incorporated into the cab.	Yes: X	No:
Seat shall be a deluxe cloth, fully adjustable, air suspension type with lumbar support and adjustable arm rests	Yes: X	No:
3" retractable seat belt shall be supplied.	Yes: 2" seat belt	No: X
24 Volt to 12 Volt – 10 Amp Converter to be supplied	Yes: X	No:
Heater - a cab heater, pressurizer ensuring operator's comfort at various outside temperatures.	Yes: X	No:
Factory installed Air Conditioning	Yes: X	No:
Cab intake air shall be filtered	Yes: X	No:
Cab interior re-circulation air shall be filtered	Yes: X	No:



City of Temiskaming Shores  
Front End Loader  
PW-RFP-002-2021

Supply and Delivery of an Articulated Four-Wheel Drive

Front and rear intermittent wipers + washers shall be supplied	Yes: Front & rear wipers, but only front are intermittent.	No: NO
AM/FM Weather band radio shall be supplied	Yes:X	No:
Large rear-view mirror mounted internally shall be supplied.	Yes:X	No:
Large, Heated Exterior Mirrors shall be supplied	Yes:X	No:
Grab bars – unit shall have 3-point contact at all times at the front and rear of the loader and around the roof line.	Yes:X	No:
The cab shall have continuous and unobstructed glass from roof line to floor for forward visibility in tight quarters	Yes:X	No:
Cab shall have cup holder, personal cooler holder, storage, compartment for operator's manual, and rubber floor mat	Yes:X	No:
Cab shall have a solid state sealed switch module for convenient access to light, wiper, beacon, A/C, Autoshift and other electrical functions	Yes:X	No:



City of Temiskaming Shores  
Front End Loader  
PW-RFP-002-2021  
**LOADER BUCKET:**

Supply and Delivery of an Articulated Four-Wheel Drive

2.75 cubic yard general purpose bucket with a bolt on  
replaceable edge shall be supplied & mounted on a  
Hydraulic Attachment coupler designed and built by  
the loader manufacturer (quick attach system must be a  
Pro Series 2000 coupler (ACS) size 30 to be compatible  
With our existing attachments

Yes:  No:

Bucket shall have built in replaceable heel wear plates  
for extended bucket life

Yes:  No:

Bucket width shall be adequate to clear the front  
tires for stock piling

Yes:  No:

Pallet Forks with 60" tines on a 90" carriage compatible  
with the attachment coupler shall be supplied

Yes:  No:

**15. LOADER OPERATING CAPACITY:**

Loader SAE operating capacity shall be 8,593 lb  
minimum with the equipment specified

Yes:  No:

Specify: 8,724 \_\_\_ lbs.



- The SAE 40-degree full turn tipping load shall be a minimum of 17,185 lbs. with specified equipment
- Yes: No:  
Specify:17,449\_\_lbs.
- SAE J732C breakout force shall be 16,682 lbs. minimum with specified bucket.
- Yes: No:  
Specify:22,635\_\_lbs.
- Dump clearance, 45-degree, full height shall be 103" minimum with specified bucket.
- Yes: No:  
Specify:109.5\_\_"
- Dump reach at full height shall be 43" minimum.
- Yes: No:  
Specify:41.5\_\_"
- Machine shall be equipped with automatic ride control including monitor adjustable speed settings
- Yes: No:

**LOADER CONTROL:**

- Machine shall be equipped with a single joystick pilot controller with forward/neutral/reverse transmission shift switch, and gear shift buttons
- Yes: No:
- Third function auxiliary hydraulics will be supplied to Operate a sweeper, complete with separate control lever, with detent position & plumbing to the attachment coupler
- Yes: No:



- |   |       |     |
|---|-------|-----|
| An automatic bucket leveler, return to dig and float position shall be supplied.        | Yes:X | No: |
| Unit shall be equipped with selectable 'return to carry' and boom height kickout' modes | Yes:X | No: |
| <br><b>17. <u>PAINT:</u></b>  |       |     |
| Manufacturer's standard color:  | Yes:X | No: |
| <br><b>18. <u>BACK UP ALARM:</u></b>  |       |     |
| To operate automatically when machine is operated in reverse.                           | Yes:X | No: |
| <br><b>19. <u>OPERATING INSTRUCTION:</u></b>  |       |     |
| An operator's manual shall be supplied with each unit.                                  | Yes:X | No: |
| Provision for storage of operator's manual inside the cab                               | Yes:X | No: |



City of Temiskaming Shores  
Front End Loader  
PW-RFP-002-2021

Supply and Delivery of an Articulated Four-Wheel Drive

Dealer to provide operator familiarization on delivery for Yes:X No:

a minimum of four operators.

**20. LIGHTS:** all lights shall be LED

Two driving lights with guards Yes:X No:

Four work lights, two front and two rear Yes:X No:

Two rear stop and tail lights, Yes:X No:

Two front and two rear turn signal lights, two rear reflectors Yes:X No:

Star A200 amber roof mounted strobe to be mounted Yes:X No:  
for visibility from front and rear while roading

**WARRANTY:**

State Manufacturer's standard warranty Specify:3 years. up to 3000 hours max.

A signed, statement of warranty coverage Yes:X No:  
must be supplied.



City of Temiskaming Shores  
Front End Loader  
PW-RFP-002-2021

Supply and Delivery of an Articulated Four-Wheel Drive

**22. PRODUCT SUPPORT:**

Parts list and repair manual shall be supplied. Yes:X No:  
Supplied on usb key. Parts catalog also available online for free.

The Machine shall arrive with a full tank of Yes:X No:  
Fuel, PDI completed, fully functional and ready for work.

**23. OPTIONAL ITEMS:**

One set of four 20.5R25 Michelin SnoPlus winter Specify: yes, supplied as  
Xradial tires on multi piece rims requested.  
See pricing below  
Option Price: \$ 21,500.00

An automatic greasing system including installation Brand:Groeneveld  
May be required. State brand proposed, # of grease  
points and size of grease reservoir and attach Option Price: \$ 8,577.00  
product literature



City of Temiskaming Shores  
Front End Loader  
PW-RFP-002-2021

Supply and Delivery of an Articulated Four-Wheel Drive

Provide information on optional extended warranty and cost for:

Three year / 3000-hour Powertrain Plus Hydraulic	<u>\$ included in base warranty</u>
Five year / 5000-hour Powertrain Warranty	<u>\$ 2,397.00</u>



City of Temiskaming Shores  
Front End Loader  
PW-RFP-002-2021

Supply and Delivery of an Articulated Four-Wheel Drive

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

Supply and Delivery of an Articulated Four-Wheel Drive Front End Loader

PW-RFP-002-2021

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, J.R. Brisson Equipment Ltd

Of, 121 St-Pierre road, Vars, On K0A 3H0

Business:

Phone Number (613\_) - 443-3300

Fax Number (613\_) - 443-5610

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

	Unit price	Total with HST
Price for unit (less HST) (not including options)	\$193,450.00	<u>\$218,598.50</u>
Days to deliver once awarded: approx. <u>120 days</u>		



## ENGINE

Make	FPT
Model	F4HFE613W
Emissions Certification	Tier 4 Final
Emissions Technology	SCR/DOC
Type	4-stroke, turbocharged and air-to-air cooled
Cylinders	6-cylinder in-line
Bore/Stroke	4.09 x 5.20 in (104 x 132 mm)
Displacement	411 in <sup>3</sup> (6.7 L)
Fuel	#2 Diesel, #1 and #2 mixture permitted for cold temperatures
Fuel injection	Direct injection – electronic
Fuel filter	Replaceable
Fuel pump	Bosch
Gradeability:	
Side-to-side	35°
Fore and aft	35°
Air filter	Dry type elements w/ warning restriction indicator
Mid-mount cooling module:	Mid-mount air/water
Fan – hydraulic driven:	
Style	8 blade puller
Diameter	32 in (813 mm)
Water pump	Integral
Engine oil pump operating angle ratings:	
Side-to-side	35°
Fore and aft	35°
Oil filtration	Replaceable
Engine speeds	RPM
Rated – full load	2000
Horsepower:	
Maximum Power Mode:	
Peak gross @ 1800 RPM	172 hp (128 kW)
Net rated @ 2000 RPM	151 hp (113 kW)
Peak net @ 1800 RPM	162 hp (121 kW)
Standard Power Mode:	
Peak gross @ 1800 RPM	156 hp (116 kW)
Net rated @ 2000 RPM	138 hp (103 kW)
Peak net @ 1800 RPM	146 hp (109 kW)
Economy Power Mode:	
Peak gross @ 1500 RPM	133 hp (99 kW)
Net rated @ 2000 RPM	101 hp (75 kW)
Peak net @ 1500 RPM	125 hp (93 kW)

## Torque – peak:

Maximum Power Mode:	
Gross @ 1600 RPM	538 lb-ft (730 N-m)
Net @ 1600 RPM	510 lb-ft (692 N-m)
Standard Power Mode:	
Gross @ 1300 RPM	530 lb-ft (719 N-m)
Net @ 1300 RPM	508 lb-ft (689 N-m)
Economy Power Mode:	
Gross @ 1200 RPM	527 lb-ft (715 N-m)
Net @ 1200 RPM	508 lb-ft (689 N-m)

## Torque rise:

Maximum power range	33%
---------------------	-----

NOTE: Gross horsepower and torque per SAE J1995.  
Net horsepower and torque per SAE J1349.

## DRIVETRAIN

### Transmission:

4F/3R Proportional w/ Electronic Control  
Module torque sensing autoshift/manual shift and modulation

Gears	Helical cut
Gear ratios – 4-speed	Forward/Reverse
1st	4.012/3.804
2nd	2.174/2.061
3rd	1.088/1.031
4th	0.619/ –
Gear ratios – 5-speed	Forward/Reverse
1st	4.320/4.097
2nd	2.191/2.078
3rd	1.418/0.895
4th	0.944/ –
5th	0.611/ –

### Torque converter:

Stall ratio – 4-speed	2.66:1
Stall ratio – 5-speed	2.38:1

### Differential:

Limited slip w/ 30% transfer on front and rear axles

Rear axle oscillation	24° total
Front and rear axles:	
Differential ratio	3.18
Planetary ratio	6.40
Final axle ratio	20.34

### Heavy-duty axles – optional:

Front axle equipped w/ locking differential  
Rear axle equipped w/ open differential

Planetaries	Outboard
-------------	----------

### Service brakes:

Hydraulically actuated, maintenance-free, multiple wet disc w/ accumulator to all four wheels

Brake surface area:	
Front hub – each	480 in <sup>2</sup> (0.31 m <sup>2</sup> )
Rear hub – each	480 in <sup>2</sup> (0.31 m <sup>2</sup> )

### Parking brakes:

Spring-applied hydraulic release disc on transmission output shaft neutralizes power flow to wheels when engaged

## Travel speeds – 4-speed transmission:

	Forward	Reverse
	mph (kph)	mph (kph)
1st	4.3 (6.9)	4.5 (7.3)
2nd	8.4 (13.5)	8.8 (14.2)
3rd	14.9 (23.9)	15.6 (25.0)
4th	24.0 (38.6)	–

## Travel speeds – 5-speed transmission:

	Forward	Reverse
	mph (kph)	mph (kph)
1st	4.0 (6.5)	4.3 (6.9)
2nd	8.3 (13.3)	8.7 (14.0)
3rd	12.7 (20.5)	20.1 (32.4)
4th	19.1 (30.7)	–
5th	28.0 (45.0)	–

NOTE: Travel speeds at full engine throttle w/ 20.5-R25 (L3 Radial) tires.

## ELECTRICAL

Voltage	24 Volts, negative ground
Alternator	120 amp
Batteries (2)	12-volt

## OPERATOR ENVIRONMENT

ROPS cab AC w/ heat; Key start; Articulated power steering w/ tilt column; Fully adjustable, suspension seat; Foot throttle; Single lever loader control w/ fully adjustable wrist rest, 2 cup holders; 2 interior rear view mirrors; 2 inch (51 mm) retractable seat belt; Multiple storage trays; Single brake pedal; F/N/R shuttle switch; External rearview mirrors; Pressurized air filtering; Anti-glare window strip; Front and Rear Defroster; Side window, partial/fully open; 2 Dome lights; Wipers, rear and intermittent front; Windshield washers, front and rear; Rubber floor mat; Horn.

### Displays/Gauges:

Digital:  
Transmission oil temperature; Engine coolant temperature; Fuel level; DEF level.

### LCD screen:

Hour meter; Engine speed; Travel speed; Time; Automatic transmission indication; Current gear selection; FNR indication; DeClutch indication; Engine mode indication; Trip computer A/B; Fuel consumption; Multiple languages, Metric/English; Engine diagnostics; Transmission diagnostics; Warning prompts; Error reporting; DEF gauge; Diff. lock\*.

### Audible/Visual alarms:

#### Warning lights:

Four-way flashers and turn signals; Brake pressure; Lamp/high beam indication; Grid heater\*.

#### Caution warnings:

Parking brake; Coolant temperature; Hydraulic oil temperature; Transmission oil temperature; Air filter; Transmission filter; Hydraulic filter; Alternator; Low fuel.

**Critical warnings:**

Engine oil pressure; Brake pressure; Steering pressure – w/ aux. steering\*; Coolant temperature; Hydraulic oil temperature; Transmission oil temperature.

**Backup alarm**

**Maintenance reminders:**

Cab air filter; Engine oil filter; Fuel pre-filter; DEF tank vent filter; SCR supply filter; Hydraulic oil and filter; Engine air filter; Engine coolant drive belt; Cab recirculation filter; Engine breather filter; Transmission breather; Front and rear axle fluid; SCR supply module filter.

NOTE: \*If equipped w/ option.

**OPERATING WEIGHT**

**Z-Bar**

Unit equipped w/ 2.75 yd<sup>3</sup> (2.1 m<sup>3</sup>) Case pin on bucket w/ edge; 20.5-R25 L3 Radial tires; ROPS cab w/ heater and A/C; Std. battery; Heavy counterweight – 1,950 lb (885 kg); Front and rear fenders; Lights; 165 lb (75 kg) operator: 28,159 lb (12 773 kg)

**XT**

Unit equipped w/ 2.5 yd<sup>3</sup> (1.9 m<sup>3</sup>) CNH w/ edge and JRB coupler; 20.5-R25 L3 Radial tires; ROPS cab w/ heater and A/C; Std. battery; Heavy counterweight – 1,950 lb (885 kg); Front and rear fenders; Lights; 165 lb (75 kg) operator: 29,076 lb (13 188 kg)

**XR**

Unit equipped w/ 2.5 yd<sup>3</sup> (1.9 m<sup>3</sup>) Case pin on bucket w/ edge; 20.5-R25 L3 Radial tires; ROPS cab w/ heater and A/C; Std. battery; Heavy counterweight – 1,950 lb (885 kg); Front and rear fenders; Lights; 165 lb (75 kg) operator: 28,483 lb (12 920 kg)

**HYDRAULICS**

**Pump – steering/implement:**

Closed center pressure/flow compensated

**Variable displacement – load-sensing:**

45.2 gpm @ 2000 RPM  
(171 L/min @ 2000 RPM)

**Loader control valve:**

Closed-center, sectional 2, 3 or 4-function w/ control for lift, tilt and auxiliary hydraulics

**Loader auxiliary steering:**

Hydraulic orbital center-pivot articulating w/ on-demand oil flow

**High pressure standby:**

Implement 3,625 psi (25 000 kPa)  
Steering 3,500 psi (24 132 kPa)

**Filtration:**

Filtered vent w/ relief on hydraulic reservoir, maintains 3-5 psi on reservoir, 10-micron, return filter furnishes only clean oil to all components of the system

**SERVICE CAPACITIES**

Fuel tank 65.0 gal (246.0 L)

**DEF tank – Diesel Exhaust Fluid:**

Usable capacity 9.8 gal (37.1 L)  
Total 15.6 gal (58.9 L)

**Hydraulic system:**

Reservoir 24.0 gal (90.8 L)  
Total 39.0 gal (147.6 L)

**Transmission:**

Service w/ filter 28.2 qt (26.7 L)

**Front and rear axle:**

Front axle 23.2 qt (22.0 L)  
Rear axle 23.2 qt (22.0 L)

**Front and rear axle – optional:**

Front axle 23.2 qt (22.0 L)  
Rear axle 23.2 qt (22.0 L)

Engine oil w/ filter 13.9 qt (13.2 L)

Cooling system 28.4 qt (26.8 L)

**OTHER SPECIFICATIONS**

**Lift cylinder:**

Bore diameter 4.7 in (121 mm)  
Rod diameter 2.5 in (64 mm)  
Stroke 31.0 in (788 mm)

**Dump cylinder – Z-Bar and XR:**

Bore diameter 5.0 in (127 mm)  
Rod diameter 3.0 in (76 mm)  
Stroke 24.4 in (620 mm)

**Dump cylinder – XT:**

Bore diameter 4.5 in (114 mm)  
Rod diameter 2.5 in (64 mm)  
Stroke 32.6 in (820 mm)

**Loader:**

Z-Bar loader linkage; Single control for lift and tilt; Positive hold float; Automatic return-to-dig; Automatic height control; Automatic return-to-travel; Brake pedal transmission disconnect; Bucket position indicator on bucket.

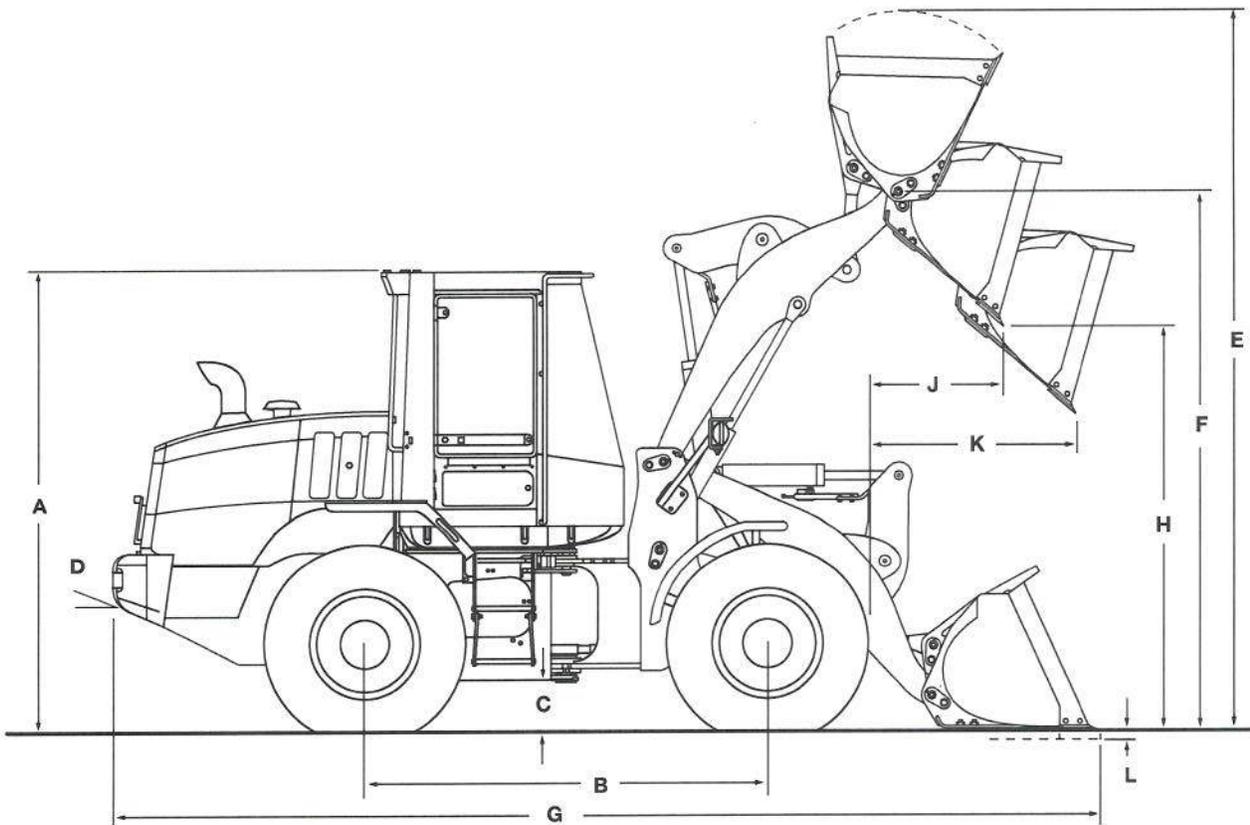
**Cycle time:**

Raise w/ rated bucket load:  
Z-Bar 6.3 sec  
XR 6.3 sec  
XT 6.5 sec  
Dump w/ rated bucket load:  
Z-Bar 1.2 sec  
XR 1.2 sec  
XT 2.4 sec  
Float down:  
Z-Bar 4.8 sec  
XR 4.8 sec  
XT 4.2 sec

Sound level in Cab (LpA) 68 dB(A)

Exterior sound level (LwA) 104 dB(A)

NOTE: Sound level data tested in accordance with ISO6395, 6396, 3744.



Line drawings are for illustrative purpose only and may not be exact representation of unit.

### DIMENSIONS

A. Height to top of ROPS cab	133.2 in (3 384 mm)
Height to drawbar	42.1 in (1 070 mm)
B. Wheelbase	114.2 in (2 900 mm)
C. Ground clearance	15.3 in (389 mm)
D. Angle of departure	25°
Width:	
Overall* without bucket	97.6 in (2 478 mm)
Centerline tread	76.8 in (1 950 mm)
Turning radius* – outside	205.6 in (5 223 mm)
Turning angle:	
From center	40°
Total angle	80°
Rear axle oscillation – total	24°

NOTE: \*Dimensions taken with 20.5-R25 (L3 Radial) tires. For transport dimensions, refer to specific bucket width and overall length on pages 4 through 9.

### WEIGHT ADJUSTMENTS

Select Options	Weight Adjustment	Tipping Load Adjustment Straight: Deflected*	Tipping Load Adjustment 40° Turn: Deflected*
20.5 x 25 12 ply L2 Bias tires	-592 lb (-269 kg)	-618 lb (-280 kg)	-934 lb (-424 kg)
20.5 x 25 12 ply L3 Bias tires	-20 lb (-9 kg)	+240 lb (+109 kg)	+321 lb (+146 kg)
20.5-R25 L2 Radial tires	-256 lb (-116 kg)	-259 lb (-117 kg)	-215 lb (-98 kg)
20.5-R25 Snow Radial Tires	-132 lb (-60 kg)	-175 lb (-79 kg)	-139 lb (-63 kg)
20.5-R25 Solid Tires Req. Diff Axles, Ltd Speed Controller	+4,782 lb (+2 169 kg)	+3,140 lb (+1 424 kg)	+3,216 lb (+1 459 kg)
Light counterweight	-810 lb (-367 kg)	-1,778 lb (-807 kg)	-1,407 lb (-638 kg)

NOTE: Unit equipped with Z-Bar loader arms, 2.5 yd<sup>3</sup> (1.9 m<sup>3</sup>) general purpose pin on bucket with bolt-on edge, 20.5-R25 (L3 Radial) tires, ROPS cab with heater and air conditioner, heavy counterweight, standard batteries, front and rear fenders, full fuel and 165 lb (79 kg) operator. Adjust select options from rated weight.  
\*Tipping loads: ISO 14397-1 Deflected Tires.

**PERFORMANCE SPECS**

<b>621G Z-Bar*</b>		<b>2.5 yd<sup>3</sup> (1.9 m<sup>3</sup>) Bucket with Bolt-on Edge - Pin On</b>	<b>2.4 yd<sup>3</sup> (1.8 m<sup>3</sup>) Bucket with Teeth Only - Pin On</b>	<b>2.75 yd<sup>3</sup> (2.1 m<sup>3</sup>) Bucket with Bolt-on Edge - Pin On</b>
Operating weight		28,093 lb (12 743 kg)	28,013 lb (12 707 kg)	28,159 lb (12 773 kg)
<b>E.</b> Operating height – fully raised with spillguard		194.5 in (4 941 mm)	194.5 in (4 941 mm)	195.6 in (4 968 mm)
<b>F.</b> Hinge pin height – fully raised		150.9 in (3 833 mm)	150.9 in (3 834 mm)	150.9 in (3 833 mm)
<b>G.</b> Overall length – bucket level on ground		284.9 in (7 237 mm)	290.6 in (7 382 mm)	287.9 in (7 312 mm)
Dump angle – fully raised		51°	51°	51°
<b>H.</b> Dump height – fully raised, 45° dump		114.1 in (2 899 mm)	110.4 in (2 805 mm)	112.2 in (2 849 mm)
<b>J.</b> Bucket reach – fully raised, 45° dump		36.0 in (916 mm)	40.2 in (1 021 mm)	38.0 in (965 mm)
<b>K.</b> Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		57.7 in (1 466 mm)	60.0 in (1 525 mm)	58.7 in (1 491 mm)
<b>L.</b> Dig depth		2.8 in (72 mm)	3.0 in (76 mm)	3.1 in (78 mm)
Operating load – ISO Rigid Tires		10,724 lb (4 864 kg)	10,860 lb (4 926 kg)	10,594 lb (4 805 kg)
Operating load – ISO Deflected Tires		9,700 lb (4 400 kg)	9,824 lb (4 456 kg)	9,579 lb (4 345 kg)
Maximum material density – ISO Rigid Tires		4,289 lb/yd <sup>3</sup> (2 545 kg/m <sup>3</sup> )	4,525 lb/yd <sup>3</sup> (2 685 kg/m <sup>3</sup> )	3,852 lb/yd <sup>3</sup> (2 286 kg/m <sup>3</sup> )
Maximum material density – ISO Deflected Tires		3,880 lb/yd <sup>3</sup> (2 302 kg/m <sup>3</sup> )	4,093 lb/yd <sup>3</sup> (2 429 kg/m <sup>3</sup> )	3,483 lb/yd <sup>3</sup> (2 067 kg/m <sup>3</sup> )
Tipping load – ISO Rigid Tires:	Straight	24,606 lb (11 161 kg)	24,903 lb (11 296 kg)	24,322 lb (11 032 kg)
	40° turn	21,447 lb (9 728 kg)	21,719 lb (9 852 kg)	21,188 lb (9 611 kg)
Tipping load – ISO Deflected Tires:	Straight	22,881 lb (10 378 kg)	23,155 lb (10 503 kg)	22,610 lb (10 256 kg)
	40° turn	19,401 lb (8 800 kg)	19,648 lb (8 912 kg)	19,158 lb (8 690 kg)
Lift capacity:	Full height	16,442 lb (7 458 kg)	16,530 lb (7 498 kg)	16,368 lb (7 424 kg)
	Ground	25,278 lb (11 466 kg)	26,675 lb (12 100 kg)	23,900 lb (10 841 kg)
Breakout force with tilt cylinder		27,280 lb (12 374 kg)	29,182 lb (13 237 kg)	25,487 lb (11 561 kg)
Loader clearance circle with bucket		451.9 in (11 478 mm)	454.8 in (11 552 mm)	453.6 in (11 521 mm)

<b>621G XR</b>		<b>2.5 yd<sup>3</sup> (1.9 m<sup>3</sup>) Bucket with Bolt-on Edge - Pin On</b>	<b>2.4 yd<sup>3</sup> (1.8 m<sup>3</sup>) Bucket with Teeth Only - Pin On</b>	<b>2.75 yd<sup>3</sup> (2.1 m<sup>3</sup>) Bucket with Bolt-on Edge - Pin On</b>
Operating Weight		28,483 lb (12 920 kg)	28,403 lb (12 883 kg)	28,549 lb (12 950 kg)
<b>E.</b> Operating height – fully raised with spillguard		211.2 in (5 365 mm)	211.2 in (5 365 mm)	212.3 in (5 392 mm)
<b>F.</b> Hinge pin height – fully raised		167.6 in (4 258 mm)	167.6 in (4 258 mm)	167.6 in (4 258 mm)
<b>G.</b> Overall length – bucket level on ground		301.1 in (7 648 mm)	306.8 in (7 792 mm)	304.0 in (7 722 mm)
Dump angle – fully raised		45°	45°	45°
<b>H.</b> Dump height – fully raised, 45° dump		130.8 in (3 323 mm)	127.1 in (3 229 mm)	128.9 in (3 273 mm)
<b>J.</b> Bucket reach – fully raised, 45° dump		36.1 in (916 mm)	40.2 in (1 022 mm)	38.0 in (966 mm)
<b>K.</b> Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		71.6 in (1 817 mm)	74.1 in (1 883 mm)	72.7 in (1 846 mm)
<b>L.</b> Dig depth		3.0 in (76 mm)	3.2 in (81 mm)	3.3 in (83 mm)
Operating load – ISO Rigid Tires		8,949 lb (4 059 kg)	9,059 lb (4 109 kg)	8,847 lb (4 013 kg)
Operating load – ISO Deflected Tires		8,196 lb (3 718 kg)	8,299 lb (3 764 kg)	8,099 lb (3 674 kg)
Maximum material density – ISO Rigid Tires		3,580 lb/yd <sup>3</sup> (2 124 kg/m <sup>3</sup> )	3,775 lb/yd <sup>3</sup> (2 240 kg/m <sup>3</sup> )	3,217 lb/yd <sup>3</sup> (1 909 kg/m <sup>3</sup> )
Maximum material density – ISO Deflected Tires		3,279 lb/yd <sup>3</sup> (1 945 kg/m <sup>3</sup> )	3,458 lb/yd <sup>3</sup> (2 052 kg/m <sup>3</sup> )	2,945 lb/yd <sup>3</sup> (1 748 kg/m <sup>3</sup> )
Tipping load – ISO Rigid Tires:	Straight	20,633 lb (9 359 kg)	20,872 lb (9 467 kg)	20,410 lb (9 258 kg)
	40° turn	17,898 lb (8 119 kg)	18,119 lb (8 219 kg)	17,694 lb (8 026 kg)
Tipping load – ISO Deflected Tires:	Straight	19,384 lb (8 792 kg)	19,609 lb (8 895 kg)	19,170 lb (8 695 kg)
	40° turn	16,393 lb (7 436 kg)	16,598 lb (7 529 kg)	16,199 lb (7 348 kg)
Lift capacity:	Full height	15,959 lb (7 239 kg)	16,044 lb (7 277 kg)	15,889 lb (7 207 kg)
	Ground	25,759 lb (11 684 kg)	25,976 lb (11 783 kg)	25,530 lb (11 580 kg)
Breakout force with tilt cylinder		28,096 lb (12 744 kg)	30,037 lb (13 625 kg)	26,232 lb (11 898 kg)
Loader clearance circle with bucket		467.0 in (11 862 mm)	470.4 in (11 948 mm)	468.9 in (11 911 mm)

<b>621G</b>		<b>Z-Bar/XR</b>	<b>Z-Bar/XR</b>	<b>Z-Bar/XR</b>
Maximum rollback:	Ground	40°/40°	40°/40°	40°/40°
	Carry position	45°/45°	45°/45°	45°/45°
	@ Full height	55°/59°	55°/59°	55°/59°
Maximum grading angle with bucket – back dragging		58°/58°	59°/59°	59°/59°
SAE bucket capacity – struck		2.15 yd <sup>3</sup> (1.64 m <sup>3</sup> )	2.05 yd <sup>3</sup> (1.57 m <sup>3</sup> )	2.32 yd <sup>3</sup> (1.77 m <sup>3</sup> )
	Heaped	2.50 yd <sup>3</sup> (1.91 m <sup>3</sup> )	2.40 yd <sup>3</sup> (1.83 m <sup>3</sup> )	2.75 yd <sup>3</sup> (2.10 m <sup>3</sup> )
Bucket width – outside		102.4 in (2 602 mm)	102.1 in (2 593 mm)	102.4 in (2 602 mm)
Bucket weight		1,796 lb (814 kg)	1,716 lb (778 kg)	1,862 lb (844 kg)

**PERFORMANCE SPECS**

<b>621G Z-Bar*</b>		<b>2.6 yd<sup>3</sup> (2.0 m<sup>3</sup>) Bucket with Teeth - Pin On</b>	<b>3.0 yd<sup>3</sup> (2.3 m<sup>3</sup>) Bucket with Bolt-on Edge - Pin On</b>	<b>3.0 yd<sup>3</sup> (2.3 m<sup>3</sup>) Bucket with Bolt-On Edge &amp; Grapple - Pin On</b>
Operating weight		28,079 lb (12 737 kg)	28,254 lb (12 816 kg)	30,012 lb (13 613 kg)
<b>E.</b> Operating height – fully raised with spillguard		195.6 in (4 968 mm)	198.6 in (5 044 mm)	256.6 in (6 518 mm)
<b>F.</b> Hinge pin height – fully raised		150.9 in (3 833 mm)	150.9 in (3 833 mm)	150.8 in (3 831 mm)
<b>G.</b> Overall length – bucket level on ground		293.6 in (7 457 mm)	290.6 in (7 380 mm)	290.7 in (7 383 mm)
Dump angle – fully raised		51°	51°	51°
<b>H.</b> Dump height – fully raised, 45° dump		108.5 in (2 755 mm)	110.4 in (2 804 mm)	110.3 in (2 801 mm)
<b>J.</b> Bucket reach – fully raised, 45° dump		42.2 in (1 071 mm)	39.8 in (1 010 mm)	39.8 in (1 010 mm)
<b>K.</b> Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		60.9 in (1 548 mm)	59.6 in (1 513 mm)	59.5 in (1 512 mm)
<b>L.</b> Dig depth		3.2 in (82 mm)	3.3 in (84 mm)	3.4 in (86 mm)
Operating load – ISO Rigid Tires		10,708 lb (4 857 kg)	10,452 lb (4 741 kg)	9,619 lb (4 363 kg)
Operating load – ISO Deflected Tires		9,683 lb (4 392 kg)	9,441 lb (4 282 kg)	8,585 lb (3 894 kg)
Maximum material density – ISO Rigid Tires		4,119 lb/yd <sup>3</sup> (2 444 kg/m <sup>3</sup> )	3,484 lb/yd <sup>3</sup> (2 067 kg/m <sup>3</sup> )	3,206 lb/yd <sup>3</sup> (1 903 kg/m <sup>3</sup> )
Maximum material density – ISO Deflected Tires		3,724 lb/yd <sup>3</sup> (2 210 kg/m <sup>3</sup> )	3,147 lb/yd <sup>3</sup> (1 867 kg/m <sup>3</sup> )	2,862 lb/yd <sup>3</sup> (1 698 kg/m <sup>3</sup> )
Tipping load – ISO Rigid Tires:	Straight	24,568 lb (11 144 kg)	24,011 lb (10 891 kg)	22,345 lb (10 136 kg)
	40° turn	21,416 lb (9 714 kg)	20,905 lb (9 482 kg)	19,238 lb (8 726 kg)
Tipping load – ISO Deflected Tires:	Straight	22,839 lb (10 360 kg)	22,307 lb (10 118 kg)	20,604 lb (9 346 kg)
	40° turn	19,366 lb (8 784 kg)	18,882 lb (8 565 kg)	17,169 lb (7 788 kg)
Lift capacity:	Full height	16,454 lb (7 464 kg)	16,266 lb (7 378 kg)	14,514 lb (6 584 kg)
	Ground	24,889 lb (11 289 kg)	22,395 lb (10 158 kg)	20,444 lb (9 273 kg)
Breakout force with tilt cylinder		27,150 lb (12 315 kg)	24,031 lb (10 900 kg)	22,248 lb (10 091 kg)
Loader clearance circle with bucket		456.5 in (11 596 mm)	455.1 in (11 560 mm)	455.1 in (11 560 mm)

<b>621G XR</b>		<b>2.6 yd<sup>3</sup> (2.0 m<sup>3</sup>) Bucket with Teeth - Pin On</b>	<b>3.0 yd<sup>3</sup> (2.3 m<sup>3</sup>) Bucket with Bolt-on Edge - Pin On</b>	<b>3.0 yd<sup>3</sup> (2.3 m<sup>3</sup>) Bucket with Bolt-On Edge &amp; Grapple - Pin On</b>
Operating weight		28,469 lb (12 913 kg)	28,644 lb (12 993 kg)	30,402 lb (13 790 kg)
<b>E.</b> Operating height – fully raised with spillguard		212.3 in (5 393 mm)	215.3 in (5 469 mm)	273.3 in (6 942 mm)
<b>F.</b> Hinge pin height – fully raised		167.6 in (4 258 mm)	167.6 in (4 258 mm)	167.5 in (4 255 mm)
<b>G.</b> Overall length – bucket level on ground		309.7 in (7 867 mm)	306.7 in (7 789 mm)	306.7 in (7 791 mm)
Dump angle – fully raised		45°	45°	45°
<b>H.</b> Dump height – fully raised, 45° dump		125.2 in (3 179 mm)	127.1 in (3 229 mm)	127.0 in (3 226 mm)
<b>J.</b> Bucket reach – fully raised, 45° dump		42.2 in (1 072 mm)	39.8 in (1 011 mm)	39.8 in (1 011 mm)
<b>K.</b> Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		75.2 in (1 909 mm)	73.7 in (1 871 mm)	73.6 in (1 870 mm)
<b>L.</b> Dig depth		3.4 in (87 mm)	3.5 in (88 mm)	3.6 in (91 mm)
Operating load – ISO Rigid Tires		8,942 lb (4 056 kg)	8,734 lb (3 961 kg)	7,899 lb (3 583 kg)
Operating load – ISO Deflected Tires		8,188 lb (3 714 kg)	7,988 lb (3 623 kg)	7,133 lb (3 236 kg)
Maximum material density – ISO Rigid Tires		3,439 lb/yd <sup>3</sup> (2 041 kg/m <sup>3</sup> )	2,911 lb/yd <sup>3</sup> (1 727 kg/m <sup>3</sup> )	2,633 lb/yd <sup>3</sup> (1 562 kg/m <sup>3</sup> )
Maximum material density – ISO Deflected Tires		3,149 lb/yd <sup>3</sup> (1 869 kg/m <sup>3</sup> )	2,663 lb/yd <sup>3</sup> (1 580 kg/m <sup>3</sup> )	2,378 lb/yd <sup>3</sup> (1 411 kg/m <sup>3</sup> )
Tipping load – ISO Rigid Tires:	Straight	20,613 lb (9 350 kg)	20,164 lb (9 146 kg)	18,494 lb (8 389 kg)
	40° turn	17,884 lb (8 112 kg)	17,467 lb (7 923 kg)	15,797 lb (7 166 kg)
Tipping load – ISO Deflected Tires:	Straight	19,362 lb (8 782 kg)	18,926 lb (8 585 kg)	17,227 lb (7 814 kg)
	40° turn	16,376 lb (7 428 kg)	15,975 lb (7 246 kg)	14,267 lb (6 471 kg)
Lift capacity:	Full height	15,973 lb (7 245 kg)	15,791 lb (7 162 kg)	14,039 lb (6 368 kg)
	Ground	25,712 lb (11 663 kg)	25,246 lb (11 451 kg)	23,458 lb (10 641 kg)
Breakout force with tilt cylinder		27,928 lb (12 668 kg)	24,720 lb (11 213 kg)	22,929 lb (10 400 kg)
Loader clearance circle with bucket		472.4 in (11 999 mm)	470.7 in (11 956 mm)	470.7 in (11 956 mm)

<b>621G</b>		<b>Z-Bar/XR</b>	<b>Z-Bar/XR</b>	<b>Z-Bar/XR</b>
Maximum rollback:	Ground	40°/40°	41°/40°	41°/40°
	Carry position	45°/45°	45°/45°	45°/45°
	@ Full height	55°/59°	55°/59°	55°/59°
Maximum grading angle with bucket – back dragging		60°/59°	59°/59°	59°/59°
SAE bucket capacity – struck		2.22 yd <sup>3</sup> (1.70 m <sup>3</sup> )	2.56 yd <sup>3</sup> (1.96 m <sup>3</sup> )	2.56 yd <sup>3</sup> (1.96 m <sup>3</sup> )
	Heaped	2.60 yd <sup>3</sup> (1.99 m <sup>3</sup> )	3.00 yd <sup>3</sup> (2.29 m <sup>3</sup> )	3.00 yd <sup>3</sup> (2.29 m <sup>3</sup> )
Bucket width – outside		102.1 in (2 593 mm)	102.4 in (2 602 mm)	102.4 in (2 602 mm)
Bucket weight		1,782 lb (808 kg)	1,957 lb (888 kg)	3,715 lb (1 685 kg)

**PERFORMANCE SPECS**

<b>621G Z-Bar*</b>		<b>4.5 yd<sup>3</sup> (3.4 m<sup>3</sup>) Bucket with Bolt-on Edge - Pin On</b>	<b>2.5 yd<sup>3</sup> (1.9 m<sup>3</sup>) Bucket with Bolt-On Edge - ACS Coupler</b>	<b>2.4 yd<sup>3</sup> (1.8 m<sup>3</sup>) Bucket with Teeth - ACS Coupler</b>
Operating weight		28,778 lb (13 053 kg)	29,109 lb (13 203 kg)	29,028 lb (13 167 kg)
<b>E.</b> Operating height – fully raised with spillguard		212.9 in (5 408 mm)	199.2 in (5 059 mm)	199.2 in (5 059 mm)
<b>F.</b> Hinge pin height – fully raised		150.9 in (3 833 mm)	150.9 in (3 832 mm)	150.9 in (3 832 mm)
<b>G.</b> Overall length – bucket level on ground		302.9 in (7 694 mm)	292.0 in (7 418 mm)	297.7 in (7 562 mm)
Dump angle – fully raised		50°	51°	51°
<b>H.</b> Dump height – fully raised, 45° dump		102.2 in (2 595 mm)	109.5 in (2 782 mm)	105.8 in (2 688 mm)
<b>J.</b> Bucket reach – fully raised, 45° dump		47.9 in (1 216 mm)	41.5 in (1 053 mm)	45.6 in (1 158 mm)
<b>K.</b> Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		62.9 in (1 598 mm)	60.8 in (1 545 mm)	62.9 in (1 597 mm)
<b>L.</b> Dig depth		4.4 in (111 mm)	2.9 in (73 mm)	3.1 in (78 mm)
Operating load – ISO Rigid Tires		10,274 lb (4 660 kg)	9,690 lb (4 395 kg)	9,811 lb (4 450 kg)
Operating load – ISO Deflected Tires		9,223 lb (4 183 kg)	8,724 lb (3 957 kg)	8,835 lb (4 008 kg)
Maximum material density – ISO Rigid Tires		2,283 lb/yd <sup>3</sup> (1 355 kg/m <sup>3</sup> )	3,876 lb/yd <sup>3</sup> (2 300 kg/m <sup>3</sup> )	4,088 lb/yd <sup>3</sup> (2 426 kg/m <sup>3</sup> )
Maximum material density – ISO Deflected Tires		2,050 lb/yd <sup>3</sup> (1 216 kg/m <sup>3</sup> )	3,490 lb/yd <sup>3</sup> (2 071 kg/m <sup>3</sup> )	3,681 lb/yd <sup>3</sup> (2 184 kg/m <sup>3</sup> )
Tipping load – ISO Rigid Tires:	Straight	23,690 lb (10 746 kg)	22,375 lb (10 149 kg)	22,640 lb (10 269 kg)
	40° turn	20,548 lb (9 320 kg)	19,380 lb (8 791 kg)	19,623 lb (8 901 kg)
Tipping load – ISO Deflected Tires:	Straight	21,915 lb (9 940 kg)	20,750 lb (9 412 kg)	20,996 lb (9 524 kg)
	40° turn	18,446 lb (8 367 kg)	17,449 lb (7 915 kg)	17,670 lb (8 015 kg)
Lift capacity:	Full height	15,794 lb (7 164 kg)	15,396 lb (6 984 kg)	15,483 lb (7 023 kg)
	Ground	21,930 lb (9 947 kg)	17,992 lb (8 161 kg)	18,795 lb (8 525 kg)
Breakout force with tilt cylinder		18,285 lb (8 294 kg)	22,635 lb (10 267 kg)	24,003 lb (10 887 kg)
Loader clearance circle with bucket		462.3 in (11 743 mm)	455.9 in (11 580 mm)	459.0 in (11 658 mm)

<b>621G XR</b>		<b>4.5 yd<sup>3</sup> (3.4 m<sup>3</sup>) Bucket with Bolt-on Edge - Pin On</b>	<b>2.5 yd<sup>3</sup> (1.9 m<sup>3</sup>) Bucket with Bolt-On Edge - ACS Coupler</b>	<b>2.4 yd<sup>3</sup> (1.8 m<sup>3</sup>) Bucket with Teeth - ACS Coupler</b>
Operating weight		29,167 lb (13 230 kg)	29,498 lb (13 380 kg)	29,418 lb (13 344 kg)
<b>E.</b> Operating height – fully raised with spillguard		229.6 in (5 833 mm)	215.9 in (5 484 mm)	215.9 in (5 484 mm)
<b>F.</b> Hinge pin height – fully raised		167.6 in (4 257 mm)	167.6 in (4 257 mm)	167.6 in (4 257 mm)
<b>G.</b> Overall length – bucket level on ground		318.8 in (8 099 mm)	308.2 in (7 828 mm)	313.9 in (7 972 mm)
Dump angle – fully raised		45°	45°	45°
<b>H.</b> Dump height – fully raised, 45° dump		119.2 in (3 027 mm)	126.2 in (3 206 mm)	122.5 in (3 113 mm)
<b>J.</b> Bucket reach – fully raised, 45° dump		48.2 in (1 225 mm)	41.5 in (1 054 mm)	45.6 in (1 159 mm)
<b>K.</b> Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		77.7 in (1 973 mm)	75.0 in (1 904 mm)	77.3 in (1 964 mm)
<b>L.</b> Dig depth		4.5 in (115 mm)	3.1 in (78 mm)	3.2 in (82 mm)
Operating load – ISO Rigid Tires		8,535 lb (3 871 kg)	8,072 lb (3 662 kg)	8,173 lb (3 707 kg)
Operating load – ISO Deflected Tires		7,762 lb (3 521 kg)	7,355 lb (3 336 kg)	7,448 lb (3 379 kg)
Maximum material density – ISO Rigid Tires		1,897 lb/yd <sup>3</sup> (1 125 kg/m <sup>3</sup> )	3,229 lb/yd <sup>3</sup> (1 916 kg/m <sup>3</sup> )	3,405 lb/yd <sup>3</sup> (2 021 kg/m <sup>3</sup> )
Maximum material density – ISO Deflected Tires		1,725 lb/yd <sup>3</sup> (1 023 kg/m <sup>3</sup> )	2,942 lb/yd <sup>3</sup> (1 746 kg/m <sup>3</sup> )	3,104 lb/yd <sup>3</sup> (1 842 kg/m <sup>3</sup> )
Tipping load – ISO Rigid Tires:	Straight	19,796 lb (8 979 kg)	18,759 lb (8 509 kg)	18,976 lb (8 607 kg)
	40° turn	17,070 lb (7 743 kg)	16,145 lb (7 323 kg)	16,345 lb (7 414 kg)
Tipping load – ISO Deflected Tires:	Straight	18,511 lb (8 396 kg)	17,570 lb (7 970 kg)	17,775 lb (8 063 kg)
	40° turn	15,524 lb (7 041 kg)	14,710 lb (6 673 kg)	14,897 lb (6 757 kg)
Lift capacity:	Full height	15,308 lb (6 944 kg)	14,931 lb (6 772 kg)	15,015 lb (6 811 kg)
	Ground	24,802 lb (11 250 kg)	23,840 lb (10 814 kg)	24,049 lb (10 908 kg)
Breakout force with tilt cylinder		18,751 lb (8 505 kg)	23,336 lb (10 585 kg)	24,730 lb (11 217 kg)
Loader clearance circle with bucket		478.1 in (12 144 mm)	471.4 in (11 973 mm)	474.9 in (12 061 mm)

<b>621G</b>		<b>Z-Bar/XR</b>	<b>Z-Bar/XR</b>	<b>Z-Bar/XR</b>
Maximum rollback:	Ground	42°/42°	40°/40°	40°/40°
	Carry position	45°/47°	45°/46°	45°/46°
	@ Full height	55°/59°	55°/59°	55°/59°
Maximum grading angle with bucket – back dragging		64°/63°	60°/60°	61°/60°
SAE bucket capacity – struck		3.71 yd <sup>3</sup> (2.84 m <sup>3</sup> )	2.15 yd <sup>3</sup> (1.64 m <sup>3</sup> )	2.05 yd <sup>3</sup> (1.57 m <sup>3</sup> )
	Heaped	4.50 yd <sup>3</sup> (3.44 m <sup>3</sup> )	2.50 yd <sup>3</sup> (1.91 m <sup>3</sup> )	2.40 yd <sup>3</sup> (1.83 m <sup>3</sup> )
Bucket width – outside		102.4 in (2 602 mm)	102.4 in (2 602 mm)	102.1 in (2 593 mm)
Bucket weight		2,480 lb (1 125 kg)	2,811 lb (1 275 kg)	2,731 lb (1 239 kg)

**PERFORMANCE SPECS**

<b>621G Z-Bar*</b>	<b>3.0 yd<sup>3</sup> (2.29 m<sup>3</sup>) Bucket with Bolt-on Edge - ACS Coupler</b>	<b>2.80 yd<sup>3</sup> (2.14 m<sup>3</sup>) Bucket with Teeth - ACS Coupler</b>	<b>2.5 yd<sup>3</sup> (1.91 m<sup>3</sup>) Bucket with Bolt-on Edge - JRB Coupler</b>	
Operating weight	29,322 lb (13 300 kg)	29,242 lb (13 264 kg)	28,930 lb (13 122 kg)	
<b>E.</b> Operating height – fully raised with spillguard	203.7 in (5 173 mm)	203.7 in (5 173 mm)	200.4 in (5 090 mm)	
<b>F.</b> Hinge pin height – fully raised	150.9 in (3 832 mm)	150.9 in (3 832 mm)	150.9 in (3 832 mm)	
<b>G.</b> Overall length – bucket level on ground	297.3 in (7 551 mm)	303.0 in (7 696 mm)	293.7 in (7 460 mm)	
Dump angle – fully raised	51°	51°	51°	
<b>H.</b> Dump height – fully raised, 45° dump	106.1 in (2 696 mm)	102.4 in (2 602 mm)	108.5 in (2 755 mm)	
<b>J.</b> Bucket reach – fully raised, 45° dump	45.5 in (1 155 mm)	49.6 in (1 260 mm)	42.7 in (1 085 mm)	
<b>K.</b> Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump	62.9 in (1 598 mm)	64.8 in (1 646 mm)	61.5 in (1 562 mm)	
<b>L.</b> Dig depth	2.9 in (74 mm)	3.1 in (78 mm)	2.9 in (73 mm)	
Operating load – ISO Rigid Tires	9,477 lb (4 299 kg)	9,606 lb (4 357 kg)	9,646 lb (4 375 kg)	
Operating load – ISO Deflected Tires	8,513 lb (3 861 kg)	8,630 lb (3 915 kg)	8,693 lb (3 943 kg)	
Maximum material density – ISO Rigid Tires	3,159 lb/yd <sup>3</sup> (1 875 kg/m <sup>3</sup> )	3,431 lb/yd <sup>3</sup> (2 036 kg/m <sup>3</sup> )	3,859 lb/yd <sup>3</sup> (2 290 kg/m <sup>3</sup> )	
Maximum material density – ISO Deflected Tires	2,838 lb/yd <sup>3</sup> (1 684 kg/m <sup>3</sup> )	3,082 lb/yd <sup>3</sup> (1 829 kg/m <sup>3</sup> )	3,477 lb/yd <sup>3</sup> (2 063 kg/m <sup>3</sup> )	
Tipping load – ISO Rigid Tires:	Straight	21,919 lb (9 942 kg)	22,201 lb (10 070 kg)	22,251 lb (10 093 kg)
	40° turn	18,955 lb (8 598 kg)	19,212 lb (8 715 kg)	19,293 lb (8 751 kg)
Tipping load – ISO Deflected Tires:	Straight	20,296 lb (9 206 kg)	20,558 lb (9 325 kg)	20,649 lb (9 366 kg)
	40° turn	17,026 lb (7 723 kg)	17,261 lb (7 829 kg)	17,387 lb (7 886 kg)
Lift capacity:	Full height	15,175 lb (6 883 kg)	15,263 lb (6 923 kg)	15,564 lb (7 060 kg)
	Ground	16,546 lb (7 505 kg)	17,354 lb (7 871 kg)	16,975 lb (7 700 kg)
Breakout force with tilt cylinder	20,212 lb (9 168 kg)	21,315 lb (9 668 kg)	21,896 lb (9 932 kg)	
Loader clearance circle with bucket	459.0 in (11 659 mm)	462.2 in (11 740 mm)	456.9 in (11 605 mm)	

<b>621G XR</b>	<b>3.0 yd<sup>3</sup> (2.29 m<sup>3</sup>) Bucket with Bolt-on Edge - ACS Coupler</b>	<b>2.80 yd<sup>3</sup> (2.14 m<sup>3</sup>) Bucket with Teeth - ACS Coupler</b>	<b>2.5 yd<sup>3</sup> (1.91 m<sup>3</sup>) Bucket with Bolt-on Edge - JRB Coupler</b>	
Operating weight	29,711 lb (13 477 kg)	29,631 lb (13 440 kg)	29,319 lb (13 299 kg)	
<b>E.</b> Operating height – fully raised with spillguard	220.4 in (5 597 mm)	220.4 in (5 597 mm)	217.1 in (5 514 mm)	
<b>F.</b> Hinge pin height – fully raised	167.6 in (4 256 mm)	167.6 in (4 256 mm)	167.6 in (4 257 mm)	
<b>G.</b> Overall length – bucket level on ground	313.4 in (7 961 mm)	319.1 in (8 106 mm)	309.8 in (7 870 mm)	
Dump angle – fully raised	45°	45°	45°	
<b>H.</b> Dump height – fully raised, 45° dump	122.9 in (3 121 mm)	119.2 in (3 027 mm)	125.2 in (3 179 mm)	
<b>J.</b> Bucket reach – fully raised, 45° dump	45.5 in (1 156 mm)	49.7 in (1 261 mm)	42.8 in (1 086 mm)	
<b>K.</b> Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump	77.3 in (1 965 mm)	79.6 in (2 021 mm)	75.7 in (1 924 mm)	
<b>L.</b> Dig depth	3.1 in (78 mm)	3.2 in (82 mm)	3.1 in (78 mm)	
Operating load – ISO Rigid Tires	7,892 lb (3 580 kg)	7,997 lb (4 357 kg)	8,065 lb (3 658 kg)	
Operating load – ISO Deflected Tires	7,175 lb (3 254 kg)	7,273 lb (3 299 kg)	7,356 lb (3 336 kg)	
Maximum material density – ISO Rigid Tires	2,631 lb/yd <sup>3</sup> (1 561 kg/m <sup>3</sup> )	2,856 lb/yd <sup>3</sup> (1 695 kg/m <sup>3</sup> )	3,226 lb/yd <sup>3</sup> (1 914 kg/m <sup>3</sup> )	
Maximum material density – ISO Deflected Tires	2,392 lb/yd <sup>3</sup> (1 419 kg/m <sup>3</sup> )	2,598 lb/yd <sup>3</sup> (1 541 kg/m <sup>3</sup> )	2,942 lb/yd <sup>3</sup> (1 746 kg/m <sup>3</sup> )	
Tipping load – ISO Rigid Tires:	Straight	18,375 lb (8 335 kg)	18,604 lb (8 439 kg)	18,717 lb (8 490 kg)
	40° turn	15,783 lb (7 159 kg)	15,994 lb (7 255 kg)	16,130 lb (7 316 kg)
Tipping load – ISO Deflected Tires:	Straight	17,187 lb (7 796 kg)	17,404 lb (7 894 kg)	17,542 lb (7 957 kg)
	40° turn	14,350 lb (6 509 kg)	14,547 lb (6 598 kg)	14,711 lb (6 673 kg)
Lift capacity:	Full height	14,715 lb (6 675 kg)	14,799 lb (6 713 kg)	15,104 lb (6 851 kg)
	Ground	23,380 lb (10 605 kg)	23,606 lb (10 707 kg)	23,788 lb (10 790 kg)
Breakout force with tilt cylinder	20,843 lb (9 454 kg)	21,967 lb (9 964 kg)	22,571 lb (10 238 kg)	
Loader clearance circle with bucket	474.8 in (12 061 mm)	478.4 in (12 152 mm)	472.4 in (12 000 mm)	

<b>621G</b>	<b>Z-Bar/XR</b>	<b>Z-Bar/XR</b>	<b>Z-Bar/XR</b>
Maximum rollback:	Ground	40°/40°	40°/40°
	Carry position	45°/46°	45°/46°
	@ Full height	55°/59°	55°/59°
Maximum grading angle with bucket – back dragging	61°/60°	63°/61°	60°/60°
SAE bucket capacity – struck	2.60 yd <sup>3</sup> (1.99 m <sup>3</sup> )	2.40 yd <sup>3</sup> (1.83 m <sup>3</sup> )	2.15 yd <sup>3</sup> (1.64 m <sup>3</sup> )
	Heaped	3.00 yd <sup>3</sup> (2.29 m <sup>3</sup> )	2.80 yd <sup>3</sup> (2.14 m <sup>3</sup> )
Bucket width – outside	102.4 in (2 602 mm)	102.1 in (2 593 mm)	102.4 in (2 602 mm)
Bucket weight	3,024 lb (1 372 kg)	2,944 lb (1 335 kg)	2,632 lb (1 194 kg)

**PERFORMANCE SPECS**

<b>621G Z-Bar*</b>	<b>2.4 yd<sup>3</sup> (1.83 m<sup>3</sup>) Bucket with Teeth - JRB Coupler</b>	<b>3.0 yd<sup>3</sup> (2.29 m<sup>3</sup>) Bucket with Bolt-On Edge - JRB Coupler</b>	<b>2.8 yd<sup>3</sup> (2.14 m<sup>3</sup>) Bucket with Teeth - JRB Coupler</b>	
Operating weight	28,852 lb (13 087 kg)	29,119 lb (13 208 kg)	29,039 lb (13 172 kg)	
<b>E.</b> Operating height – fully raised with spillguard	200.4 in (5 090 mm)	205.1 in (5 209 mm)	205.1 in (5 209 mm)	
<b>F.</b> Hinge pin height – fully raised	150.9 in (3 832 mm)	150.9 in (3 832 mm)	150.9 in (3 832 mm)	
<b>G.</b> Overall length – bucket level on ground	299.4 in (7 604 mm)	299.2 in (7 601 mm)	305.0 in (7 746 mm)	
Dump angle – fully raised	51°	51°	51°	
<b>H.</b> Dump height – fully raised, 45° dump	104.8 in (2 661 mm)	104.9 in (2 664 mm)	101.2 in (2 570 mm)	
<b>J.</b> Bucket reach – fully raised, 45° dump	46.9 in (1 191 mm)	47.0 in (1 193 mm)	51.1 in (1 299 mm)	
<b>K.</b> Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump	63.6 in (1 614 mm)	63.7 in (1 618 mm)	65.5 in (1 664 mm)	
<b>L.</b> Dig depth	3.0 in (77 mm)	2.9 in (73 mm)	3.0 in (77 mm)	
Operating load – ISO Rigid Tires	9,767 lb (4 430 kg)	9,874 lb (4 479 kg)	9,546 lb (4 330 kg)	
Operating load – ISO Deflected Tires	8,803 lb (3 993 kg)	8,898 lb (4 036 kg)	8,585 lb (3 894 kg)	
Maximum material density – ISO Rigid Tires	4,070 lb/yc <sup>3</sup> (2 415 kg/m <sup>3</sup> )	3,291 lb/yc <sup>3</sup> (1 953 kg/m <sup>3</sup> )	3,409 lb/yc <sup>3</sup> (2 023 kg/m <sup>3</sup> )	
Maximum material density – ISO Deflected Tires	3,668 lb/yc <sup>3</sup> (2 176 kg/m <sup>3</sup> )	2,966 lb/yc <sup>3</sup> (1 760 kg/m <sup>3</sup> )	3,066 lb/yc <sup>3</sup> (1 819 kg/m <sup>3</sup> )	
Tipping load – ISO Rigid Tires:	Straight	22,515 lb (10 213 kg)	22,835 lb (10 358 kg)	22,037 lb (9 996 kg)
	40° turn	19,535 lb (8 861 kg)	19,749 lb (8 958 kg)	19,092 lb (8 660 kg)
Tipping load – ISO Deflected Tires:	Straight	20,892 lb (9 476 kg)	21,197 lb (9 615 kg)	20,420 lb (9 262 kg)
	40° turn	17,605 lb (7 986 kg)	17,796 lb (8 072 kg)	17,171 lb (7 789 kg)
Lift capacity:	Full height	15,649 lb (7 098 kg)	15,397 lb (6 984 kg)	15,452 lb (7 009 kg)
	Ground	17,704 lb (8 030 kg)	20,923 lb (9 491 kg)	16,177 lb (7 338 kg)
Breakout force with tilt cylinder	23,163 lb (10 506 kg)	18,868 lb (8 558 kg)	20,530 lb (9 312 kg)	
Loader clearance circle with bucket	460.0 in (11 683 mm)	460.2 in (11 689 mm)	463.4 in (11 771 mm)	

<b>621G XR</b>	<b>2.4 yd<sup>3</sup> (1.83 m<sup>3</sup>) Bucket with Teeth - JRB Coupler</b>	<b>3.0 yd<sup>3</sup> (2.29 m<sup>3</sup>) Bucket with Bolt-On Edge - JRB Coupler</b>	<b>2.8 yd<sup>3</sup> (2.14 m<sup>3</sup>) Bucket with Teeth - JRB Coupler</b>	
Operating weight	29,241 lb (13 264 kg)	29,508 lb (13 385 kg)	29,428 lb (13 348 kg)	
<b>E.</b> Operating height – fully raised with spillguard	217.1 in (5 514 mm)	221.8 in (5 634 mm)	221.8 in (5 634 mm)	
<b>F.</b> Hinge pin height – fully raised	167.6 in (4 257 mm)	167.6 in (4 257 mm)	167.6 in (4 257 mm)	
<b>G.</b> Overall length – bucket level on ground	315.5 in (8 014 mm)	315.4 in (8 011 mm)	321.1 in (8 156 mm)	
Dump angle – fully raised	45°	45°	45°	
<b>H.</b> Dump height – fully raised, 45° dump	121.5 in (3 086 mm)	121.6 in (3 088 mm)	117.9 in (2 995 mm)	
<b>J.</b> Bucket reach – fully raised, 45° dump	46.9 in (1 192 mm)	47.0 in (1 194 mm)	51.2 in (1 300 mm)	
<b>K.</b> Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump	78.1 in (1 983 mm)	78.2 in (1 987 mm)	80.4 in (2 041 mm)	
<b>L.</b> Dig depth	3.2 in (81 mm)	3.1 in (78 mm)	3.2 in (82 mm)	
Operating load – ISO Rigid Tires	8,165 lb (3 703 kg)	8,181 lb (3 711 kg)	7,981 lb (3 620 kg)	
Operating load – ISO Deflected Tires	7,448 lb (3 378 kg)	7,454 lb (3 381 kg)	7,266 lb (3 296 kg)	
Maximum material density – ISO Rigid Tires	3,402 lb/yc <sup>3</sup> (2 019 kg/m <sup>3</sup> )	2,727 lb/yc <sup>3</sup> (1 618 kg/m <sup>3</sup> )	2,850 lb/yc <sup>3</sup> (1 691 kg/m <sup>3</sup> )	
Maximum material density – ISO Deflected Tires	3,103 lb/yc <sup>3</sup> (1 841 kg/m <sup>3</sup> )	2,485 lb/yc <sup>3</sup> (1 474 kg/m <sup>3</sup> )	2,595 lb/yc <sup>3</sup> (1 540 kg/m <sup>3</sup> )	
Tipping load – ISO Rigid Tires:	Straight	18,933 lb (8 588 kg)	19,042 lb (8 637 kg)	18,538 lb (8 409 kg)
	40° turn	16,330 lb (7 407 kg)	16,363 lb (7 422 kg)	15,962 lb (7 240 kg)
Tipping load – ISO Deflected Tires:	Straight	17,745 lb (8 049 kg)	17,840 lb (8 092 kg)	17,354 lb (7 872 kg)
	40° turn	14,896 lb (6 757 kg)	14,907 lb (6 762 kg)	14,532 lb (6 592 kg)
Lift capacity:	Full height	15,186 lb (6 888 kg)	14,924 lb (6 769 kg)	14,995 lb (6 802 kg)
	Ground	23,995 lb (10 884 kg)	24,358 lb (11 049 kg)	23,528 lb (10 672 kg)
Breakout force with tilt cylinder	23,864 lb (10 824 kg)	19,474 lb (8 833 kg)	21,155 lb (9 596 kg)	
Loader clearance circle with bucket	476.0 in (12 089 mm)	476.2 in (12 095 mm)	479.8 in (12 187 mm)	

<b>621G</b>	<b>Z-Bar/XR</b>	<b>Z-Bar/XR</b>	<b>Z-Bar/XR</b>
Maximum rollback:	Ground	40°/40°	40°/40°
	Carry position	45°/46°	45°/46°
	@ Full height	55°/59°	55°/59°
Maximum grading angle with bucket – back dragging	62°/61°	62°/61°	64°/62°
SAE bucket capacity – struck	2.05 yd <sup>3</sup> (1.57 m <sup>3</sup> )	2.60 yd <sup>3</sup> (1.99 m <sup>3</sup> )	2.40 yd <sup>3</sup> (1.83 m <sup>3</sup> )
	Heaped	2.40 yd <sup>3</sup> (1.83 m <sup>3</sup> )	3.00 yd <sup>3</sup> (2.29 m <sup>3</sup> )
Bucket width – outside	102.1 in (2 593 mm)	102.4 in (2 602 mm)	102.1 in (2 593 mm)
Bucket weight	2,554 lb (1 158 kg)	2,821 lb (1 280 kg)	2,741 lb (1 243 kg)

**PERFORMANCE SPECS**

<b>621G XT</b>	<b>2.50 yd<sup>3</sup> (1.91 m<sup>3</sup>) Bucket with Bolt-On Edge - ACS Coupler</b>	<b>2.40 yd<sup>3</sup> (1.83 m<sup>3</sup>) Bucket with Teeth ACS Coupler</b>	<b>3.00 yd<sup>3</sup> (2.3 m<sup>3</sup>) Bucket with Bolt-On Edge - ACS Coupler</b>	<b>2.80 yd<sup>3</sup> (2.1 m<sup>3</sup>) Bucket with Teeth ACS Coupler</b>
Operating weight	29,639 lb (13 444 kg)	29,561 lb (13 409 kg)	29,852 lb (13 541 kg)	29,774 lb (13 505 kg)
<b>E.</b> Operating height – fully raised with spillguard	207.6 in (5 274 mm)	207.6 in (5 274 mm)	212.1 in (5 387 mm)	212.1 in (5 387 mm)
<b>F.</b> Hinge pin height – fully raised	155.9 in (3 959 mm)	155.9 in (3 959 mm)	155.9 in (3 959 mm)	155.9 in (3 959 mm)
<b>G.</b> Overall length – bucket level on ground	296.6 in (7 533 mm)	302.3 in (7 678 mm)	301.8 in (7 666 mm)	307.5 in (7 810 mm)
Dump angle – fully raised	55°	55°	55°	55°
<b>H.</b> Dump height – fully raised, 45° dump	111.5 in (2 831 mm)	107.8 in (2 737 mm)	108.1 in (2 745 mm)	104.4 in (2 653 mm)
<b>J.</b> Bucket reach – fully raised, 45° dump	46.9 in (1 191 mm)	51.0 in (1 296 mm)	50.9 in (1 293 mm)	55.1 in (1 399 mm)
<b>K.</b> Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump	67.7 in (1 721 mm)	69.8 in (1 774 mm)	69.9 in (1 776 mm)	71.9 in (1 826 mm)
<b>L.</b> Dig depth	2.5 in (62 mm)	2.6 in (67 mm)	2.5 in (63 mm)	2.6 in (65 mm)
Operating load – ISO Rigid Tires	9,096 lb (4 126 kg)	9,207 lb (4 176 kg)	8,903 lb (4 038 kg)	9,021 lb (4 092 kg)
Operating load – ISO Deflected Tires	8,141 lb (3 693 kg)	8,243 lb (3 739 kg)	7,947 lb (3 605 kg)	8,055 lb (3 654 kg)
Maximum material density – ISO Rigid Tires	3,638 lb/yd <sup>3</sup> (2 159 kg/m <sup>3</sup> )	3,836 lb/yd <sup>3</sup> (2 276 kg/m <sup>3</sup> )	2,968 lb/yd <sup>3</sup> (1 761 kg/m <sup>3</sup> )	3,222 lb/yd <sup>3</sup> (1 912 kg/m <sup>3</sup> )
Maximum material density – ISO Deflected Tires	3,256 lb/yd <sup>3</sup> (1 932 kg/m <sup>3</sup> )	3,434 lb/yd <sup>3</sup> (2 038 kg/m <sup>3</sup> )	2,649 lb/yd <sup>3</sup> (1 572 kg/m <sup>3</sup> )	2,877 lb/yd <sup>3</sup> (1 707 kg/m <sup>3</sup> )
Tipping load – ISO Rigid Tires:				
Straight	21,018 lb (9 534 kg)	21,260 lb (9 643 kg)	20,608 lb (9 348 kg)	20,865 lb (9 464 kg)
40° turn	18,191 lb (8 251 kg)	18,414 lb (8 353 kg)	17,807 lb (8 077 kg)	18,042 lb (8 184 kg)
Tipping load – ISO Deflected Tires:				
Straight	19,415 lb (8 806 kg)	19,640 lb (8 908 kg)	19,002 lb (8 619 kg)	19,241 lb (8 727 kg)
40° turn	16,282 lb (7 385 kg)	16,485 lb (7 478 kg)	15,895 lb (7 210 kg)	16,110 lb (7 307 kg)
Lift capacity:				
Full height	14,197 lb (6 440 kg)	14,337 lb (6 503 kg)	13,929 lb (6 318 kg)	14,074 lb (6 384 kg)
Ground	34,382 lb (15 596 kg)	35,919 lb (16 293 kg)	32,621 lb (14 797 kg)	34,152 lb (15 491 kg)
Breakout force with tilt cylinder	25,446 lb (11 542 kg)	26,841 lb (12 175 kg)	22,941 lb (10 406 kg)	24,092 lb (10 928 kg)
Loader clearance circle with bucket	449.0 in (11 405 mm)	450.9 in (11 454 mm)	451.0 in (11 456 mm)	453.0 in (11 506 mm)

<b>621G XT</b>	<b>2.50 yd<sup>3</sup> (1.91 m<sup>3</sup>) Bucket with Bolt-On Edge - JRB Coupler</b>	<b>2.40 yd<sup>3</sup> (1.83 m<sup>3</sup>) Bucket with Teeth JRB Coupler</b>	<b>3.00 yd<sup>3</sup> (2.29 m<sup>3</sup>) Bucket with Bolt-On Edge - JRB Coupler</b>	<b>2.80 yd<sup>3</sup> (2.1 m<sup>3</sup>) Bucket with Teeth JRB Coupler</b>
Operating weight	29,332 lb (13 305 kg)	29,253 lb (13 269 kg)	29,519 lb (13 389 kg)	29,442 lb (13 355 kg)
<b>E.</b> Operating height – fully raised with spillguard	212.0 in (5 386 mm)	212.0 in (5 386 mm)	216.7 in (5 505 mm)	216.7 in (5 505 mm)
<b>F.</b> Hinge pin height – fully raised	155.9 in (3 960 mm)	155.9 in (3 960 mm)	155.9 in (3 960 mm)	155.9 in (3 960 mm)
<b>G.</b> Overall length – bucket level on ground	302.2 in (7 676 mm)	307.7 in (7 817 mm)	307.8 in (7 818 mm)	313.5 in (7 963 mm)
Dump angle – fully raised	55°	55°	55°	55°
<b>H.</b> Dump height – fully raised, 45° dump	107.8 in (2 739 mm)	104.3 in (2 648 mm)	104.3 in (2 648 mm)	100.6 in (2 554 mm)
<b>J.</b> Bucket reach – fully raised, 45° dump	51.2 in (1 301 mm)	55.2 in (1 402 mm)	55.5 in (1 409 mm)	59.6 in (1 515 mm)
<b>K.</b> Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump	70.1 in (1 780 mm)	71.9 in (1 827 mm)	72.2 in (1 833 mm)	73.9 in (1 878 mm)
<b>L.</b> Dig depth	2.4 in (62 mm)	2.6 in (66 mm)	2.5 in (62 mm)	2.6 in (66 mm)
Operating load – ISO Rigid Tires	8,849 lb (4 014 kg)	8,561 lb (3 883 kg)	8,650 lb (3 924 kg)	8,762 lb (3 974 kg)
Operating load – ISO Deflected Tires	7,928 lb (3 596 kg)	7,677 lb (3 482 kg)	7,734 lb (3 508 kg)	7,836 lb (3 554 kg)
Maximum material density – ISO Rigid Tires	3,539 lb/yd <sup>3</sup> (2 100 kg/m <sup>3</sup> )	3,567 lb/yd <sup>3</sup> (2 117 kg/m <sup>3</sup> )	2,883 lb/yd <sup>3</sup> (1 711 kg/m <sup>3</sup> )	3,129 lb/yd <sup>3</sup> (1 857 kg/m <sup>3</sup> )
Maximum material density – ISO Deflected Tires	3,171 lb/yd <sup>3</sup> (1 882 kg/m <sup>3</sup> )	3,199 lb/yd <sup>3</sup> (1 898 kg/m <sup>3</sup> )	2,578 lb/yd <sup>3</sup> (1 530 kg/m <sup>3</sup> )	2,799 lb/yd <sup>3</sup> (1 661 kg/m <sup>3</sup> )
Tipping load – ISO Rigid Tires:				
Straight	20,419 lb (9 262 kg)	19,742 lb (8 955 kg)	19,992 lb (9 068 kg)	20,235 lb (9 179 kg)
40° turn	17,697 lb (8 027 kg)	17,123 lb (7 767 kg)	17,300 lb (7 847 kg)	17,523 lb (7 949 kg)
Tipping load – ISO Deflected Tires:				
Straight	18,877 lb (8 562 kg)	18,262 lb (8 283 kg)	18,456 lb (8 372 kg)	18,683 lb (8 474 kg)
40° turn	15,857 lb (7 193 kg)	15,354 lb (6 964 kg)	15,468 lb (7 016 kg)	15,672 lb (7 109 kg)
Lift capacity:				
Full height	14,175 lb (6 430 kg)	13,985 lb (6 344 kg)	13,913 lb (6 311 kg)	14,055 lb (6 375 kg)
Ground	28,545 lb (12 948 kg)	24,581 lb (11 150 kg)	26,995 lb (12 245 kg)	28,110 lb (12 750 kg)
Breakout force with tilt cylinder	22,854 lb (10 366 kg)	24,077 lb (10 921 kg)	20,671 lb (9 376 kg)	21,613 lb (9 803 kg)
Loader clearance circle with bucket	451.2 in (11 460 mm)	453.1 in (11 509 mm)	453.4 in (11 517 mm)	455.5 in (11 569 mm)

<b>621G</b>	<b>ACS/JRB</b>	<b>ACS/JRB</b>	<b>ACS/JRB</b>	<b>ACS/JRB</b>
Maximum rollback:				
Ground	57°/57°	57°/57°	57°/57°	57°/57°
Carry position	59°/59°	59°/59°	59°/59°	59°/59°
@ Full height	59°/59°	59°/59°	59°/59°	59°/59°
Maximum grading angle with bucket – back dragging	60°/62°	62°/63°	62°/63°	63°/64°
SAE bucket capacity – struck	2.15 yd <sup>3</sup> (1.64 m <sup>3</sup> )	2.05 yd <sup>3</sup> (1.57 m <sup>3</sup> )	2.60 yd <sup>3</sup> (1.99 m <sup>3</sup> )	2.40 yd <sup>3</sup> (1.83 m <sup>3</sup> )
Heaped	2.50 yd <sup>3</sup> (1.91 m <sup>3</sup> )	2.40 yd <sup>3</sup> (1.83 m <sup>3</sup> )	3.00 yd <sup>3</sup> (2.29 m <sup>3</sup> )	2.80 yd <sup>3</sup> (2.14 m <sup>3</sup> )
Bucket width – outside	102.4 in (2 602 mm)	102.1 in (2 593 mm)	102.4 in (2 602 mm)	102.1 in (2 593 mm)
Bucket weight	2,918 lb/2,610 lb (1 324 kg)/(1 184 kg)	2,840 lb/2,532 lb (1 288 kg)/(1 149 kg)	3,131 lb/2,797 lb (1 420 kg)/(1 269 kg)	3,053 lb/2,721 lb (1 385 kg)/(1 234 kg)

NOTE: \*Z-Bar performance data shown with full counterweight. Performance data unit equipped with 20.5-R25 Michelin XTLA (L2 Radial) tires, ROPS cab with heater and A/C, full counterweight, standard batteries, front and rear fenders, full fuel and 165 lb (75 kg) operator. Specifications per SAE J732, J1234, J695, J742 and J818.

## STANDARD EQUIPMENT

### OPERATOR ENVIRONMENT

See page 1

### ENGINE

Case/FPT F4HFE613W  
Tier 4 Final Certified  
Selective Catalytic Reduction (SCR) with Diesel Oxidation Catalyst  
Selectable work modes:  
Maximum Power  
Standard Power  
Economy Power  
Auto Power  
Turbocharger  
Charge air cooling  
Automatic belt tensioner  
Integral engine oil cooling  
Fuel filter with water trap  
Dual-element dry-type air cleaner  
Hydraulic-driven cooling fan  
Air-cooled radiator  
Mid-mounted cooling module  
Common rail electronic fuel injection

### LOADER

See page 2 – Operating weight,  
Other specifications

### DRIVETRAIN

4-wheel drive  
4F/3R Selectable autoshift/manual shift transmission  
Electronic Control Module – programmable, computer controlled proportional shifting with programmable gear selection

Onboard diagnostics  
Single lever electronic shift control  
F/N/R switch in loader control handle  
Downshift button  
Torque converter  
Limited-slip differentials – Z-Bar  
Outboard planetary axles  
Transmission oil cooler  
Brake pedal transmission disconnect – declutch  
Hydraulic wet disc brakes  
Spring-applied hydraulic release parking brake  
Limp-Home Mode  
Greasable rear axle trunnion  
3-piece rims

### HYDRAULICS

Electro-hydraulic (EH) joystick loader control  
Low-effort steering  
Hydraulic driven cooling fan  
Diagnostic quick couplers  
Split flange hydraulic connections – 1 in or greater  
Hydraulic oil cooler

### ELECTRICAL

Alternator and voltage regulator  
Battery isolator/electrical disconnect  
120 amp alternator  
(2) 700 CCA 12-volt batteries  
Electric starter  
Lights:  
2 Front and 2 rear halogen flood lights  
2 Front driving headlights – high/low beam with integrated turn signals  
2 LED stop/tail lights with integrated turn signals  
Key start/stop switch  
Backup alarm  
Centrally located fuse box with all electrical circuits protected  
Remote jump start posts

### OTHER

Electric hood lift  
Front and rear fenders, partial coverage  
Heavy counterweight  
Drawbar hitch  
Articulation locking bar  
Lift arm locking bar  
Lift and tie-down points – front/rear  
Grouped remote-mounted ecology drains:  
Engine oil  
Engine coolant  
Hydraulic oil

### TELEMATICS

CASE SiteWatch™ Telematics – includes hardware and a 3-yr Advanced data subscription

## OPTIONAL EQUIPMENT

### OPERATOR ENVIRONMENT

Cloth-covered heated air-suspension seat  
Leather trimmed heated air seat with active suspension  
Cloth mechanical suspension seat  
Headrest  
3 in (76 mm) retractable seat belt  
Sound Shield noise suppression package  
Bluetooth radio, 12V AM/FM with auxiliary input  
Radio-ready – 12 or 24-volt with auxiliary power – 12-volt  
Cab convenience package:  
Rear sun shade, interior mirror, under the seat drawer, coat hook, 12V accessory port, and an ash tray  
In cab powered cooler box  
In cab accessory mount  
LED rotating beacon  
Rear view camera  
External rear view mirrors  
External heated rear view mirrors  
Front LED driving/headlights  
LED front and rear work lights  
Extra front-facing LED work lights

### DRIVETRAIN

5F/3R Autoshift/manual shift transmission, lockup torque converter, PowerInch de-clutch  
Heavy-duty axles:  
With locking front differential and open rear differential  
Cold weather package:  
Heavy-duty (2) 950 CCA 12V batteries  
Grid heater  
Fuel heater  
Hydraulic oil cooler bypass  
Low temperature hydraulic oil  
Fast-warm hydraulic valve

### HYDRAULICS

Auxiliary hydraulics  
Ride Control™  
Secondary steering  
Joystick steering with and without secondary steering  
2-function loader valve with single access control  
3-function loader valve with 3 lever control or with joystick plus lever

### LOADER

XR extended reach version  
XT tool carrier version  
Attachment auxiliary hydraulics  
Coupler systems – JRB or ACS compatible  
Buckets – see pages 4 through 9  
4 – 1 clamp buckets  
Forks

### TIRES

20.5-25 12 PR L2 bias – dirt/traction  
20.5-25 12 PR L3 bias – rock  
20.5-R25 L2 radial – dirt/traction  
20.5-R25 L3 radial – rock  
20.5-R25 radial Michelin SnoPlus  
20.5-R25 radial Bridgestone Snow Wedge  
SolidFlex HD solid tires on adapter rims  
Spare wheels and tires  
Axle oscillation stops

### GUARDING

Skid plate, transmission and front chassis bottom guards  
Windscreen guard  
Specialized guarding package:  
Windscreen, articulation, front cover, chassis bottom, skid plate, transmission, lift cylinder, front lights, fuel tank, metal wrapped hoses and cylinder debris ejectors

### ADVANCED ENGINE AIR FILTRATION

Heavy Debris cooling system:  
Slanted cooling module cover  
Auto reversing fan  
Increased cooling fin spacing  
Added cooling module sealing  
Variable speed hydraulic reversing fan  
Full-view air pre-cleaner  
Sy-Klone® ejector type pre-cleaner

### OTHER

Additional RH steps and platform with standard or wide fenders  
Side guards for rear frame  
Tool box – ground level access  
Light counterweight – Z-Bar  
Fire extinguisher  
License plate bracket  
12.4 mph (20 kph) maximum speed control  
Special paint  
Standard fenders with right and left hand steps  
Wide full coverage fenders with right and left hand steps

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CASE Construction Equipment is biodiesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.



Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.



CNH Industrial America LLC  
and CNH Industrial Canada, Ltd.

**WARRANTY AND LIMITATION OF LIABILITY AGREEMENT  
HEAVY - CASE CONSTRUCTION EQUIPMENT**

**The Case Warranty**

The Case Warranty is a limited warranty that is provided to the initial retail purchaser in return for consideration paid as part of the purchase price of the product. The selling dealer is expected to review the warranty coverage with the initial retail purchaser and obtain his/her signature on this document.

**New Limited Warranty**

The warranty described here is from CNH Industrial America LLC and in Canada, CNH Industrial Canada Ltd., both of which are referred to in this agreement as "Case" for the Case Construction Brand. This warranty is for Case products sold and registered in the United States or Canada and normally operated in the United States or Canada. This warranty does NOT apply to any product normally operated outside of the United States and/or Canada, or to any unit purchased outside of the United States or Canada and imported in for any reason other than a customer relocation/personal move.

**Warranty Period**

For the products listed below, the Warranty Period for all coverage begins at the time that any person, dealer or agent first places the unit into service. At the latest, a unit is considered to be placed into service when purchased or delivered to an initial retail purchaser. Certain demonstration, rental, lease, and other used units may be eligible for a portion of a new unit warranty. The availability of the remaining portion of a new unit warranty does not mean that a unit is new or unused. The Warranty Period ends when either the month or machine hour limit is reached, whichever limit occurs first.

CASE HEAVY PRODUCT	BASE WARRANTY	EXTENDED WARRANTY	Notes*
<b>COMPACTION EQUIPMENT - SINGLE OR DOUBLE DRUM</b> Cummins / Deutz / Yanmar / Kubota Engines (Warranty through engine manufacturer)	12 Mo. / Unlimited Hrs	24 Mo. / 2000 Hrs	Notes 1
<b>WHEEL LOADERS (Case ProCare Coverage)</b> Case Engine (Warranty through Case)	12 Mo. / Unlimited Hrs	36 Mo. / 3000 Hrs 24Mo. / 2000 Hrs	Notes 3, 4
<b>MOTOR GRADERS (Case ProCare Coverage)</b> Case Engine (Warranty through Case)	12 Mo. / Unlimited Hrs	36 Mo. / 3000 Hrs 24 Mo. / 2000 Hrs	Notes 3, 4
<b>EXCAVATORS (Case ProCare Coverage)</b> Isuzu Engines (Warranty through Case)	12 Mo. / 1800 Hrs	36 Mo. / 3000 Hrs 24 Mo. / 2000 Hrs	Notes 2, 3, 4
<b>CRAWLER DOZERS (Case ProCare Coverage)</b> Case Engines (Warranty through Case)	12 Mo. / Unlimited Hrs	36 Mo. / 3000 Hrs 24 Mo. / 2000 Hrs	Notes 3, 4

- 1) Engine coverage is provided directly by the engine manufacturer.
- 2) Warranty does not cover any configuration excavator equipped with feller buncher/accumulator attachments
- 3) Units equipped with factory standard telematics are authorized for **Case ProCare** extended coverage for an additional 24 months / 3000 total machine hours, whichever comes first
- 4) Engine warranty coverage is provided through Case.

**Operator's Manual / Warranty Receipt Verification**

- YES  / NO  The selling dealer has reviewed the correct operator's manual with me and will provide the operator's manual upon delivery of the product.
- YES  / NO  The selling dealer has explained safety precautions to me.
- YES  / NO  The selling dealer has explained the warranty terms and coverage to me.
- YES  / NO  The selling dealer has explained Purchased Protection Plan options for additional coverage on select components.
- YES  / NO  Customer acknowledges that CNH Industrial America LLC/CNH Industrial Canada Ltd. may access and use diagnostic and telematics vehicle data for appropriate business purposes.

<b>Model:</b>	<b>Serial Number:</b>	<b>Hours:</b>	<b>Ops man. Number:</b>
<b>Model:</b>	<b>Serial Number:</b>	<b>Hours:</b>	<b>Ops man. Number:</b>
<b>Model:</b>	<b>Serial Number:</b>	<b>Hours:</b>	<b>Ops man. Number:</b>
<b>Retail DATE:</b>		<b>Usage:</b>	
<b>Purchaser Name (please print):</b>		<b>Dealer Name:</b> J.R. Brisson Equipment Ltd.	
<b>Address:</b>		<b>Address:</b> 121 St-Pierre Road	
<b>City / State:</b>		<b>City / State:</b> Vars On	
<b>Zip code:</b>		<b>Zip code:</b> KOA 3H0	
<b>Phone Number:</b>		<b>Phone Number:</b>	

The answers checked above are correct. I acknowledge that I have read and I accept this warranty policy statement.

Purchaser Signature \_\_\_\_\_ Date \_\_\_\_\_

Dealer Signature \_\_\_\_\_ Date \_\_\_\_\_

**See page 2 for important limitations and exclusions**

### What's Covered

If a defect in material or workmanship is found in a unit and reported during the Warranty Period, Case will pay parts and labor costs to repair the defect if the services are performed by an authorized Case dealer at the dealer's location. If parts are needed during the repair, Case will, at its option, use genuine Case new or remanufactured parts. Case replacement parts that are used in a warranty repair are warranted until the end of the machine warranty or to the end of the Case Replacement Parts Warranty, whichever is longer.

CASE PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, FOR A COMPONENT OR OTHER ITEM THAT IS SEPARATELY WARRANTED TO THE PURCHASER BY ITS MANUFACTURER, SUCH AS TIRES, BATTERIES AND FUEL INJECTION COMPONENTS. CHECK WITH YOUR DEALER FOR DETAILS

### No Modification or Extension of Warranty Period

The Case Warranty is limited to the written terms in this document. Case does not authorize any person, dealer or agent to change or extend the terms of this warranty in any manner. Any assistance to the purchaser in the repair or operation of any Case product outside the terms or limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this warranty, nor will such assistance extend or re-establish the warranty.

### EXCLUSIVE REMEDY

**THE REMEDY OF REPAIRING A DEFECT IN MATERIALS OR WORKMANSHIP AT A CASE DEALERSHIP UNDER THE TERMS OF THIS WARRANTY IS THE PURCHASER'S EXCLUSIVE REMEDY AND IS IN LIEU OF ANY OTHER REMEDY OTHERWISE AVAILABLE.**

### This Warranty is Void If

The unit's hour meter is changed or altered, unless a Case dealer, at the direction of Case, changed the meter. If any unit component has been modified beyond specification. If the unit is modified or used in an application for which it is not designed, or the unit has been scrapped, salvaged, stolen, junked or totaled.

**Limitation and Exclusions** The Case Warranty gives you specific legal rights and you may also have other rights, which vary from region to region.

**THIS DOCUMENT CONTAINS THE ENTIRE CASE WARRANTY. CASE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. CASE WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM A BREACH OF THE WRITTEN WARRANTY OR ANY IMPLIED WARRANTY IMPOSED BY LAW.**

### Owner's Responsibility

The Case warranty remains in effect during the Warranty Period if the owner performs the required maintenance at the recommended intervals outlined in the product operator's manual and the unit is operated within its rated capacity. Genuine Case service parts or Case approved service parts that meet Case specifications must be used for maintenance and repair.

### What's Not Covered

- Cost associated with performing pre-delivery or scheduled inspection service.
- Repairs arising from storage deterioration, failure to maintain the equipment, negligence, alteration, improper use of the equipment, collision or other accident, vandalism, or other casualty, or operation beyond rated capacity or specification.
- Repairs arising from abuse or neglect, including but not limited to: operation without adequate coolant or lubricants, adjustments to the fuel system outside equipment specifications, over-speeding, improper storage, starting, warm-up, or shutdown practices, incorrect fuel or contaminated fuel, oil or other fluids.
- Normal maintenance services, such as engine tune-ups, engine fuel system cleaning, checks, adjustments, shimming, etc.
- Replacement of non-defective wear items expected to be replaced during the warranty period, including but not limited to: light bulbs, spark plugs, ignition points, brake or clutch linings, slip clutches, belts, chains, knives, bucket cutting edges and teeth, crawler track pads and track components, crop processing and cutting components, external drive sprockets and chains, soil engaging tools and accessories.
- Items replaced due to customer demand.
- Labor charges performed by anyone except a dealer authorized by contract to repair the equipment, unless they qualify under special provisions (i.e.; outside labor).
- Any and all travel costs for items such as towing, service calls, or transporting a unit to and from the place where the warranty service is performed, unless specifically covered by a product improvement program or units classified as heavy and/or compaction products
- Claims involving loss or damage during shipment or handling, including units subsequently sold as a "salvage" unit.
- "Salvage" or other units sold on an "as is" basis, unless otherwise specified in writing at the time of sale.
- Normal maintenance costs, including but not limited to: lubricants, coolants, fluids, fuel, filters, and associated labor. Lubricants, filters, and coolants may qualify for warranty reimbursement if they require replacement as a DIRECT RESULT of a defect in material or workmanship.
- Claims involving the inspection or reconditioning of units after storage or prior use.
- Components or items that are separately warranted directly by the manufacturer including but are not limited to: tires, tracks, engines, transmissions, batteries, fuel injection pumps, fuel injectors, etc.
- Shop comebacks: any duplicate, repeat, or comeback repair resulting from improper diagnosis, testing, or service work. This also includes repairs arising from service performed by agents not approved by Case.
- Repairs arising from any unauthorized modification to the product or the use on non-CNH Industrial parts, implements, or attachments, including but not limited to performance changing (i.e., increasing horsepower or other modifications) and/or emissions defeating modifications.
- Removal, replacement, or installation of non-CNH Industrial optional equipment, attachments or components.
- Premiums charged for overtime labor costs or out of shop expenses.
- Economic loss including lost profits, crop losses, crop damages, equipment rental, contract delay, project expenses or other expenses or damages.
- Unauthorized modification or updating machines without a warrantable failure based on Service Bulletin information or production changes.
- Any and all costs of special tools
- Any and all costs of dealer shop supplies incurred with repairs, including but not limited to: solvents, cleaners, anti-seize lubricants, loctite, sealant, adhesive, oil-dry, shop towels, etc. Sealant or adhesive may qualify for warranty reimbursement in certain applications requiring a large volume of sealant/ adhesive.
- Failure of the machine, its implements or attachments caused by improper field application or loading.
- Any and all costs for coolant, fuel, or lube (oil) analysis including supplies and lab recommendations.
- Cost of initial setup or installation of any optional equipment or attachments to a unit.
- Cost associated with cleaning of machine in preparation for servicing

The signed WLL can be scanned and emailed as an attachment to [NA-WLL-AGREEMENT@CNHIND.COM](mailto:NA-WLL-AGREEMENT@CNHIND.COM) or can be mailed to:

USA mail original to CNH Industrial Capital America LLC, Attn: WLL Agreement, PO Box 1700 New Holland, PA 17557  
USA Overnight courier mail original to CNH Industrial Capital America LLC, Attn: WLL Agreement, 500 Diller Ave., New Holland, PA 17557  
Canada mail original to CNH Industrial Capital America LLC, Attn: WLL Agreement, 4475 North Service Rd, Suite 301, Burlington, ON L7L4X7 Canada

Case is a registered trademark in the United States and many other countries, owned by or licensed to CNH Industrial N.V., its subsidiaries or affiliates.



City of Temiskaming Shores  
 Front End Loader  
 PW-RFP-002-2021  
 Proposal Evaluation Criteria

Supply and Delivery of an Articulated Four-Wheel Drive

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

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

CITY PROPOSAL EVALUATION CRITERIA			MAXIMUM TOTAL POINTS
	WEIGHT	POINTS	
<b>Qualifications, Expertise and Performance on Similar Purchases</b>			
Past ability to complete transactions within timelines and budgets	6	10	60
Stability and reputation of firm	4	10	40
Qualifications of sales and mechanical support staff	5	10	50
Qualifications of senior staff / manager	5	10	50
<b>20%</b>			
<b>Proposed Supplier Contact / Manager and Support Team</b>			
Past experience in directing / involvement with similar purchases	5	10	50
Specialized expertise	5	10	50
Understanding of proposed goods to be provided	5	10	50
<b>15%</b>			
<b>Completeness and Schedule</b>			
Availability of key staff	5	10	50
Demonstrated customer service program	5	10	50
Methodology and Schedule for delivery of goods	5	10	50
Quality assurance program	5	10	50
Demonstrated how the firm will assist the City maintaining and servicing equipment.	5	10	50
<b>25%</b>			
<b>Knowledge of City Regarding the Purchase</b>			
Members of the team must be familiar with the City's existing fleet and maintenance staff and capabilities	10	10	100
<b>10%</b>			
<b>Estimated Fees and Disbursements</b>			
Cost estimates are evaluated for completeness and lowest is scored 10 points, next 8 points, etc. If more than 5 proposals, then only 5 lowest Bids are to receive points, and the remaining higher prices will be given 0.25 points. Prices within a small differential will be scored as equal.	30	10	300
<b>30%</b>			



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

Supply and Delivery of an Articulated Four-Wheel Drive Front End Loader

**NON-COLLUSION AFFIDAVIT**

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

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

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

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

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

Signed x 

Company Name J.R. Brisson Equipment Ltd

Title Sales manager



City of Temiskaming Shores  
Front End Loader  
PW-RFP-002-2021

Supply and Delivery of an Articulated Four-Wheel Drive

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

Supply and Delivery of an Articulated Four-Wheel Drive Front End Loader

**Conflict of Interest Declaration**

Please check appropriate response:

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

List Situations:

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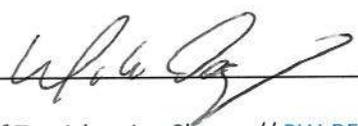
In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation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

Dated at Vars, On this 30 day of March, 2021.

FIRM NAME: J.R. Brisson Equipment Ltd

BIDDER'S AUTHORIZED OFFICIAL: X Micke Léger

TITLE: Sales manager

SIGNATURE: 

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

**By-law No. 2021-070**

**Being a by-law to enter into an agreement with  
Miller Paving Limited for the Supply and  
Stockpile of Granular “M”**

**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 reviewed Administrative Report No. PW-010-2021 at the April 20<sup>th</sup>, 2021 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited. for the Supply and Stockpile of Granular “M” for consideration at the April 20<sup>th</sup>, 2021 Regular Meeting of Council; and

**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 Paving Limited to Store and Stockpile of a maximum 12,000 tonne of Granular “M” in the unit cost of \$7.35 per tonne 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 20<sup>th</sup> day of April 2021.

---

Mayor

---

Clerk



Schedule “A” to

**By-law 2021-070**

Agreement between

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

and

**Miller Paving Limited**

To Store and Stockpile Granular “M”

**This agreement** made this 20<sup>th</sup> day of April 2021.

Between:

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

(hereinafter called "the Owner")

and

**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 Contract Documents entitled:

**Corporation of the City of Temiskaming Shores  
Supply and Stockpile Granular "M"  
Tender No. PWO-RFT-004-2021**

- 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; and
- c) Complete, as certified by the Manager of Transportation Services, all the work by **June 30<sup>th</sup>, 2021.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at a unit cost of Seven Dollars and Thirty-five Cents (\$7.35) per tonne, plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- 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.



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

Signed and Sealed in  
the presence of

**Miller Paving Limited**

\_\_\_\_\_  
Dan McDonald, Regional Manager, Construction

Municipal Seal

**Corporation of the City of Temiskaming  
Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – Logan Belanger



Appendix 01 to  
Schedule "A" to

**By-law No. 2021-070**

Form of Agreement



Discover a whole new Ontario • Découvrez un tout nouvel Ontario

City of Temiskaming Shores  
Request for Tender  
PWO-RFT-004-2021  
Supply and Stockpile Granular M

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

## Objective

The City of Temiskaming Shores is desirous to procure a qualified Contractor for the provision and stockpiling of granular “M”. The finished granular material is subject to specifications listed within and is to be stockpiled at the Contractors location deemed to be within 5 kilometres of the outside boundaries of Temiskaming Shores.

## Submission

Submissions must be in a **.pdf format** and submitted electronically to:

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

Subject Line: **“PWO-RFT-004-2021 Supply and Stockpile Granular M”**

Addressed to: Logan Belanger, Clerk

The closing date for the submission of PWO-RFT-001-2021 will be at **2:00 p.m. local time on Tuesday, April 13, 2021.**

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

## Questions

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

**Mitch Lafreniere** – Manager of Transportation Services

City of Temiskaming Shores

325 Farr Drive

Temiskaming Shores, ON P0J 1K0

Phone: (705) 672-3363 ext. 4113

Fax: (705) 672-2911 E-mail: [mlafreniere@temiskamingshores.ca](mailto:mlafreniere@temiskamingshores.ca)

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**Definitions**

**Addendum** - means a written order issued from the City that clarifies, changes the scope or specifications of the Work/ Commodity prior to commencement and during the solicitation process.

**Agreement** - A negotiated and usually legally enforceable understanding between two or more legally competent parties. An agreement typically documents in writing the give-and-take of a negotiated settlement.

**A.O.D.A.** – Accessibility for Ontarians with Disabilities Act. 2005

**Approval Authority** – means the authority delegated by the City to a person designated to occupy a position to approve on its behalf one or more procurement functions within the plan-to-pay cycle up to specified dollar limits subject to applicable legislation, regulations and procedures in effect at such time.

**Award** - means the notification to a Proponent of acceptance of a Proposal, Proposal or Tender that brings contract into existence.

**Bid** – means a Proposal, Quotation or Tender submitted in response to a solicitation from a providing authority. A Bid covers the response to any of the three principal methods of soliciting Bids, i.e., Request for Proposal, Request for Tender and Request for Quotation.

**Bid Document** – a Tender, Proposal, Quotation or other document that states the City’s desire to procure and Proponent’s offer to provide to the City the goods or services defined in the specifications or scope of work.

**Bid Price** - a price offered for a good or service by a potential Buyer or a price offered by a potential Provider to perform/ provide a specific job or commodity.

**Bid Protest** – means the dispute raised against the methods employed or decisions made by a contracting authority in the administration of a Proposal, Tender or Quotation process.

**Budget** - means an amount approved by Council for operating expenses or capital projects.

**Certificate of Insurance** - means a certified document issued by an insurance company licensed to operate by the Province of Ontario, certifying that the Bidder, Respondent or Proponent is insured in accordance with the City's requirements.

**Change Order** - means a written order issued from the City that changes the scope or specifications of the Work.

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

**Competitive Procurement** – means a set of procedures for developing a procurement contract through a Bidding or Proposal process. The intent is to solicit fair, impartial, competitive Bids.

**Conflict of Interest** – means a situation in which financial or other personal considerations have the potential to compromise or bias professional judgment and objectivity. An apparent conflict of interest is one in which a reasonable person would think that the professional's judgment is likely to be compromised.

**Contract** - means an obligation, such as an accepted offer, between competent parties upon a legal consideration, to do or abstain from doing some act. It is essential to the creation of a contract that the parties intend that their agreement shall have legal consequences and be legally enforceable.

The essential elements of a contract are an offer and an acceptance of that offer; the capacity of the parties to contract; consideration to support the contract; a mutual identity of consent or consensus ad idem; legality of purpose; and sufficient certainty of terms.

**Contract Documents** - means the Request for Bid document (RFP, RFQ, RFT), any addenda, the Contract as issued by the City and the successful Proponent's submission.

**Evaluation Criteria** - means a benchmark, standard or yardstick against which accomplishment, conformance, performance and suitability of an individual, alternative, activity, product or plan is measured to select the best supplier through a competitive process. Criteria may be qualitative or quantitative in nature.

**Goods and/or Services** - set out in the Bid document, including goods, services or equipment, where applicable, and defined in the specifications or scope of work.

**L.S.** – means Lump Sum

**Material Safety Data Sheets (MSDS)** - means Material Safety Data Sheets that must be submitted by the successful Bidder/Proponent/ Vendor for all hazardous materials, including an index of chemical compounds, with details of properties, handling details, precautions and first-aid procedures.

**O. H. & S.** – means Occupational Health & Safety Act. 2010

**Provider/ Vendor/ Bidder/ Contractor** - means a person or Company that submits a Bid.

**Rate** - the monetary remuneration requested as compensation for all equipment, labour, apparatus, operating costs including permits, and insurance, operation required for the successful completion of requirements specified.

**Request for Proposal (RFP)** - means a document used to request suppliers to supply solutions for the delivery of complex products or services or to provide alternative options or solutions. It is a process that uses predefined evaluation criteria in which price is not the only factor.

**Request for Tender (RFT)** – means a written submission and offer, received from a Bidder in response to a public invitation to provide goods and/or services based on an approved Tender format of the City, and containing terms and conditions.

**Request for Quotation (RFQ)** - means a written submission and offer, received from a Bidder in response to a public invitation to provide goods and/or services based on an approved Quotation format of the City, and containing terms and conditions.

**Specifications** – detailed and exact non-restrictive written descriptions, instructions and drawings defining the Goods or Services requested in the Bid Document.

**Submission** - means information submitted by a Bidder in response to this Request.

**Successful Proponent/Bidder/Vendor/Contractor** - means the person, partnership or corporation, (e.g., a Contractor/Consultant/Vendor) and any employee, agent, representative or officer, or sub-contractor/supplier/sub-consultant thereof, that has been successful in the award of a Request for Bids/ Proposal and thereby agrees to supply the goods and/or services under the terms of the Request and is undertaking the Work as identified in the Agreement.

**WHMIS** - means Workplace Hazardous Materials Information System.

**Work/Project** - means the goods and/or services supplied by the successful Proponent pursuant to the Contract, and includes all labour, materials, equipment, and any other items, which are required to execute the Contract.

**W.S.I.B.** – means Workplace Safety and Insurance Board

## **General Description**

The Corporation of the City of Temiskaming Shores, hereinafter referred to as the “City”, invites Tenders from qualified Contractors for the provision and stockpiling of granular “M”. The finished granular material is subject to specifications listed within and is to be stockpiled at the Contractors location deemed to be within 5 kilometres of the outside boundaries of Temiskaming Shores.

The Contractor shall endeavour to complete the work prior to **June 30<sup>th</sup>, 2021**.

## **Clarification**

It is the Bidder's responsibility to clarify any details in question before submitting a Tender. All official correspondence in regards to the specifications should be directed to and will be issued by the Manager of Transportation Services or his designate for The Corporation of the City of Temiskaming Shores. The City will assume no responsibility for oral instruction or suggestion. Errors, omissions or ambiguities discovered in the contents of this Tender should be submitted, in detail to: Mitch Lafreniere – Manager of Transportation Services, 325 Farr Drive, Haileybury, ON P0J 1K0 (705) 672-3363. Ext. 4113

## **Acceptance or Rejection of Tenders**

The submission of Bids does not obligate the City to accept any Bid or to proceed further with the acquisition. The City may, in its sole discretion, elect not to proceed with the acquisition in whole or in part and may elect not to accept any or all Bids for any reason or to cancel the acquisition without any obligation whatsoever to Bidders.

Should the City not receive any Bids satisfactory to it for any reason, it may, in its sole and absolute discretion, revise the Bid documents or negotiate a Contract for the whole or any part of the acquisition with any of the Bidders or the lowest compliant.

Bids which are informal, incomplete, contain qualifying conditions or otherwise fail to comply with the requirements of the Bid documents or are otherwise irregular in anyway, may at the sole and absolute discretion of the City, be declared invalid and rejected.

The City retains the separate right to accept or waive irregularities if, in the City's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, the City may, as a condition of Bid acceptance, request a Bidder to correct a minor or technical irregularity with no change to the Bid price.

The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a Bid, shall be at the City's sole and absolute discretion.

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

The City reserves the right to review and discuss with any Bidder, the Tender submitted by that Bidder. The City reserves the right to negotiate with the Bidder, any reasonable changes or additions to the Agreement that the Bidder may propose. Negotiated changes or additions to the Agreement proposed by the Bidder will be included in the Agreement in the form of an Addendum, and will take precedence over the Tender document and the Agreement proposed by the Bidder. If such changes or additions cannot be negotiated, the City in its sole discretion may approach another Bidder for the supply of equipment.

## **Award**

Tenders that comply with the terms, conditions and specifications as outlined in this request will be evaluated on the basis of:

- Price (within allocated budget)
- Previous performance evaluations

The City reserves the right to reject any or all Tenders for reasonable cause and to accept any Tender if considered in the best interest of the City. The lowest or any Tender not necessarily accepted.

The City reserves the right to review and discuss with any Bidder, the Tender submitted by that Bidder. The City reserves the right to negotiate with the Bidder, any reasonable changes or additions to the Agreement that the Bidder may propose. Negotiated changes or additions to the Agreement proposed by the Bidder will be included in the Agreement in the form of an Addendum, and will take precedence over the Tender document and the Agreement proposed by the Bidder. If such changes or additions cannot be negotiated, the City in its sole discretion may approach another Bidder for the supply of equipment.

Any award on this Tender is conditional upon the Successful Bidder entering into an agreement to perform the goods and/or services as required by this Tender, within such time period as is satisfactory to the City. Failing this, the City reserves the right to cancel the award and then re- award this Tender in whole or in part to any other Bidder, without any liability to the Successful Bidder, or to cancel this Tender in its entirety.

The Successful Bidder shall execute any documentation, drafted in accordance with the terms of the Successful Bidder's Tender and any subsequent negotiations, within seven (7) days of the date of notification of the Successful Bidders selection.

Respondents not initially selected as the Successful Bidder hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to sixty (60) days following the date of opening of their Tenders.

This request for Tender is without any guarantee respecting the volume of business to be obtained from the City.

## **Tender**

- late Tenders will not be accepted;
- Tenders by fax will not be accepted;
- Photo copies will not be accepted;
- Partial Tenders are not accepted;
- The City reserves the right to accept or reject any or all Tenders;
- The lowest Tender will not necessarily be accepted;
- The City reserves the right to enter into negotiations with a supplier and any changes to the Tender that are acceptable to both parties will be binding.
- Form of Tender and/or Addendum(s) must be completed in ink or by typewriter/electric print.

Line item and total contract price must be clearly indicated. The Bid must not be restricted by a statement added to the Tender form or by a covering letter, or by alterations to the Tender form, as supplied by the City of Temiskaming Shores unless otherwise provided herein. Submissions or adjustments by telegram, fax or letter will not be accepted.

H.S.T. Tax will be applicable to the supply of labour and equipment.

The form of Tender must be signed in the space provided on the form, with the signature of the Bidder or responsible official of the firm bidding. If a joint Bid is submitted, it must be signed and addressed on behalf of both of the Bidders.

The Successful Bidder shall be notified by means of written purchase order/ agreement of the acceptance of his/her Tender.

## **Original Tender Documents**

It is to be understood that all terms and conditions, specifications, drawings, plans, all Tender clauses, and the complete Tender containing all documents as originally issued by and posted in the Public Works Division of the City shall constitute the Tender request. Any Tenders received that have clauses or any wording or figures, statistics, numbers, quantities or any other items that have been changed or altered in any way shall be rejected and not accepted by the City.

## **Firm Prices**

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

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, transportation to Contractors holding location, and any other costs which should be known but net of taxes. Taxes on the total costs should be shown separately.

The City makes no allowance for an increase of individual or total prices offered for the duration of the agreement.

### **Any or all Tenders Exceed Approved Budget**

In the event that any or all Tenders exceed the approved budget, and staff are not prepared to seek additional funding, the Approval Authority may, opt for one of the following:

- a) Approach the lowest Bidder to seek options to change the requirements and obtain a corresponding price change for the reduced requirements;
- b) Approach the top three Bidders to seek options to change the requirements and obtain a corresponding price change from each for the reduced requirements; or
- c) Advise all Bidders that the Bid solicitation process will be cancelled, and a review of the requirements will be undertaken and that a new Bid solicitation may be issued later.

### **Legal Claims and Damages**

The City of Temiskaming Shores reserves the right not to accept a response from any person or corporation which includes any non-arms length corporation and all related corporations thereto who, or which, has a claim or instituted a legal proceeding against the City or against whom the City has a claim or instituted a legal proceeding with respect to any previous contracts, Bid submissions or business transactions who is listed as either the Proponent or Subcontractor or any vendor within the submitted responses.

Also, a Bidder, by submitting a Bid, agrees that it will not claim damages, by any means, in respect to any matter relating to the Tender, the Bidding and evaluation process or any subsequent procurement process, if any, resulting from this Bid.

### **Removal from Bidders List**

The City reserves the right to remove from its list of Bidders, for a period of 2 years, the name of any Bidder who fails to execute or accept a contract or purchase order or for unsatisfactory performance on any previous or current contract held with the City. See schedule "C"

### **Time is of the Essence**

The City shall have the right to cancel at any time any contract or any part of any contract resulting from this Tender in respect to the goods, materials, articles, equipment, work or services, covered thereby, not delivered or performed by the specified time in the written document, without incurring any liability whatsoever in respect hereto.

## **Change/Amendment**

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

## **Agreement in Writing Only**

No verbal arrangement or agreement, relating to the goods, materials, articles, equipment, work or services, specified or called for under this Tender, will be considered binding, and every notice, advice or other communication pertaining thereto, must be in writing and signed by a duly authorized person.

## **Error & Correction**

The City will make all necessary corrections to any Tender which is in error through addition or extension; the corrected value prevailing.

Any erasures, alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder's Tender by the City.

## **Standards and Legislation**

The Successful Bidder may be required to provide written documentation that all materials or equipment offered in a Bidder's Tender meet all applicable Municipal, Provincial and Federal Government standards, legislation and laws.

## **Municipal Conflict of Interest Act**

Contracts in which a member of Council has an interest of which disclosure is required under the Municipal Conflict of Interest Act R.S.O. 1990, as amended, are voidable at the instance of the City before the expiration of two years from the date of authorization if such member fails to make such disclosure at the prescribed time.

## **Lobbying Restrictions**

Suppliers, Contractors, their staff members, or anyone involved in preparing Bids shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the purchasing process or subsequent Award. This restriction extends to all of the City's staff and members of Council.

The City may reject any Bid by a Supplier or Contractor that engages in such lobbying, without further consideration, and may terminate that Supplier/ Contractors right to continue in the purchasing process.

During a Bid Solicitation process, all communications shall be made through the named party within the competition document. No Supplier/ Contractor or person acting on behalf of a Supplier/ Contractors or

group thereof, shall contact any elected official, consultant or any employee of the City to attempt to seek information or to influence the Award.

Elected officials shall refer any inquiries about a Bid Solicitation process to the named party within the competition document.

### **Accessibility for Ontarians with Disabilities Act. (AODA) Compliance**

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

### **Health & Safety Requirements (O.H. & S.)**

The Contractor's attention is drawn to the provisions of the Occupational Health & Safety Act 2010. The Contractor shall be considered the "Constructor" under the terms and conditions of this Act.

### **Workplace Safety and Insurance Board (WSIB)**

Note: Effective January 01, 2013 The Province of Ontario introduced and passed legislative Bill 119 as an amendment to the Workplace Safety and Insurance Act, 1997 - S.O. 1997, CHAPTER 16, Schedule A The new rules state the Contractor must register with WSIB and obtain a clearance certificate prior to any work. If they do not have a clearance certificate, the principal may refuse entry to the job site until they have one. It will be an offence for a contractor to perform construction work for a principal without a valid clearance in place. A copy of the required clearance certificate must be attached to the Contractors submission. Failure to do so may result in non-award of the contract. The City retains the right to hire any additional equipment and Operators as is deemed necessary at its sole discretion for such cause. The Contractor shall have no right of appeal whatsoever due to non-compliance.

Clarification and more information can be obtained at Workplace Safety and Insurance Board

1-800-387-0750 or 416-344-1000 or [www.BeRegisteredBeReady.ca](http://www.BeRegisteredBeReady.ca)

The onus is on the Contractor to comply with all applicable local and territorial standards and regulations, in effect and applicable by law in Ontario, Canada.

The Contractor must remain in good standing with the Worker's Compensation Board throughout the duration of the Contract. The Contractor clearly understands and agrees that neither he/she or anyone hired by him/her is covered by the City of Temiskaming Shores under the Workers Compensation Act, and the Contractor shall be responsible for and pay all dues and assessments payable under the Worker's Compensation Act., the Unemployment Insurance Act, or any other Act, whether Provincial or Federal, in respect of himself/herself, his/her employees and operations, and shall furnish the City with satisfactory evidence that he/she has complied with the provisions of such Act. If the Contractor shall fail to do so, the City or Members shall have the right to withhold payment for such sum or sums of money due to the Contractor as may be required to cover such default and the City or Members shall have the right to make such payment.

### **Municipal Freedom of Information and Protection of Privacy Act**

This information is being collected pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act and will only be used to make a decision concerning the acceptance of this Tender. The name of the successful Bidder and total price will be made public. All other information contained in this document will be confidentially viewed by Council if necessary and appropriate staff. This Tender document is received in confidence save and except the name of the Tender and the total Tender amount. However, the successful Tender will be made public and will form part of the accepting by-law and/or Tender.

### **Failure to Comply with all Tender Terms**

Failure to comply with all terms, specifications, requirements, conditions and general provisions of this Tender, to the satisfaction of the City, shall be just cause for the cancellation of the contract award. The City shall then have the right to award this contract to any other Bidder or to re-issue the Tender. The City shall assess against the defaulting Bidder any damages whatsoever as a result of failure to comply.

### **Goods, Materials and Equipment Suitable for Use**

The Bidder warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or contract based on this Tender, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

### **Payment Terms**

The normal terms of payment, offered by the City, is net 30 days. Payment terms shall only be modified at the sole discretion of the City to take advantage of discounts for prompt payment or for other terms that shall be deemed to be in the best interests of the City. The Bidder agrees that the City shall be entitled to the discount stated herein if payment of invoices for the goods specified or called for in or under this Tender, is made within the period specified herein after receipt and acceptance of such goods or services by the City.

Unless otherwise indicated herein, invoices are payable in Canadian Funds at the City of Temiskaming Shores, Canada, and includes Harmonized Sales Tax or any other applicable taxes.

### **Tender Preparation Costs**

The City shall not be responsible for the costs incurred by any Bidder to prepare and submit a Tender or any subsequent documents relating to a Tender.

### **Notification to Bidders**

Any notice that the City may be required or desired to give to the Bidder shall for all purposes be deemed to have been sufficiently and properly given if forwarded by registered mail, courier or fax and addressed to the Bidder at the address shown for the Bidder on his submission, and shall irrefutably be presumed to have been received by the Bidder on the third day following such delivery of notice.

### **Influence**

No person, company, corporation or organization shall attempt in any way, either in private or in public, to influence the outcome of any City purchasing or disposal process. The Bid, Tender or Proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

### **Protection of the City**

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

### **Adherence to Requirements**

The Bidder is requested to adhere strictly to all requirements and complete all sections of this Tender Request including all appendices and Addendums. Failure to do so may be sufficient cause for rejection of the Bidder's submission.

### **Harmonized Sales Tax**

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

### **Withdrawal of Tenders**

Companies will be permitted to withdraw their Tender, unopened after it has been deposited, if such a request is received by the Manager of Transportation Services or his designate in writing, prior to the time specified for the closing of Tenders.

## Unenforceable Provisions

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

## Force Majeure

It is understood and agreed that the contractor shall not be held liable for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Provider and which by the exercise of reasonable diligence, the Provider is unable to prevent. Should the performance of any contract be delayed or prevented herein set forth, the Provider agrees to give immediate written notice and explanation of the cause and probable duration of any such delay and to provide written notice as to when Contract obligations resume. In any case, such delay shall not exceed the length of time of the interruption/disruption.

## Conflict Resolution

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

- That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.
- All Parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Contractor or representative and the Member or representative by means of discussions built around mutual understanding and respect.
- Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator.
- Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration.
- No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the City or the Vendor.
- The Award of the arbitrator shall be final and binding upon the parties.
- The provisions of the *Arbitration Act, 1991 S.O. 1991, Chapter 17* shall apply.

## Scope of the Work

Granular material for the sake of this agreement is considered to be and shall include the supply of Granular "M" as per OPSS 1010.

The City of Temiskaming Shores is desirous to procure a qualified Contractor for the provision of granular "M". The finished granular material is subject to specifications listed within and is to be stockpiled at the Contractors location which the City deems to be within 5 kilometres of the outside boundaries of Temiskaming Shores. The work shall commence upon receipt of required documentation by the City and subsequent award.

The Contractor shall endeavor to complete the work before **June 30<sup>th</sup>, 2021**.

The Contractor shall furnish all equipment, tools, safety devices, labour and supervision required to perform the specified work.

## Quantities

The quantities listed herein are for estimating purposes only. The City makes no guarantee as to exact quantities and therefore reserves the right to revise quantities as the situation warrants and payment will be made for actual quantities stockpiled.

ITEM #	MATERIAL	QUANTITY
1	GRANULAR "M" 5/8 as per OPSS 1010, crushed and stockpiled at Contractors location within 5 kms of Temiskaming Shores.	12,000 tonnes

## Guarantee Period

The Contractor shall guarantee materials for a period of twelve (12) months from the date of acceptance of the work by the Manager of Transportation Services. The Contractor further guarantees the materials shall not be substituted, sold, used for any other purpose and shall be readily available, for a period of twelve (12) months from the date of acceptance of the work by the Manager of Transportation Services. The Contractor shall make good in a permanent manner, to the satisfaction of the Manager any and all damage or injury to the material during the guarantee period. Should the Contractor fail to make necessary remediation as directed by the Manager then the Manager, at his option, may do so and the entire costs, charges and expenses so incurred will be paid for by the Contractor.

Unless otherwise stated, all goods, materials, articles or equipment supplied pursuant to this condition shall be subject to inspection by the City at the point of completion.

## **Extension of Contract or Purchase Order**

The term of the contract or purchase order may be extended for a specific period with all terms and conditions stated in these documents to apply to such extension provided that both the City and the Successful Bidder agrees to such extension.

## **Basis of payment**

The quantities listed herein are for estimating purposes only and the City makes no guarantee as to exact quantities estimated or used and therefore reserves the right to revise material quantities as the situation warrants.

Price per tonne shall constitute "unit price" and must be clearly indicated. The bid must not be restricted by a statement added to the Form of Tender or by a covering letter, or by alterations to the Form of Tender, as supplied by the City of Temiskaming Shores unless otherwise provided herein. Submissions shall not be received by fax. Adjustments by telegram, fax or letter will not be accepted.

The prices stated in this Tender cover the goods, materials, fuels, insurance, articles or equipment, referred to herein, being delivered F.O.B. Contractor location as specified within, fuel, insurance, freight, express, duty and all other charges prepaid, unless otherwise indicated herein.

The Contractor is responsible for the payment of wages of any employees hired by him/her and when requested, shall furnish evidence to the satisfaction to the City that these wages have been paid in full. The City reserves the right to withhold payment for such sum or sums of money due to the Contractor as may be required to cover such default in addition to holding the Contractor responsible for any loss or damage the City may suffer as a result of such default.

Should an additional tax or duty or any variation in any tax or duty, become directly applicable to goods, materials, articles or equipment, specified or called for in this Tender, subsequent to its submission by the Bidder and before the delivery of the goods, materials, articles or equipment pursuant to an official order issued by the City the appropriate increase or decrease in the price of such goods, material, articles or equipment, shall be made to compensate for such changes as of the effective date thereof.

## **Insurance**

The Contractor shall provide proof of motor vehicle liability insurance having limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property. The Contractor shall provide proof of general liability insurance having limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property and including the City as an additional insured and containing a cross liability clause.

## **Indemnity**

The Contractor agrees to indemnify and save harmless the City from any claim or demand arising as a result of the performance or non-performance of this Contract by the Contractor, and without limiting the generality of the foregoing. The Contractor agrees to indemnify and save harmless the City from any claim or demand arising after the expiry of any reasonable time limit fixed by the City for the completion of the work.

## **Documentation required**

The Successful Bidder shall be notified in writing of the acceptance of his/her Tender, and shall be bound to supply the required documentation within seven (7) days of notification. Upon satisfactory delivery of required documentation a purchase order/ agreement will be issued. The Contractor must provide the following documentation to the City prior to commencement of work;

- Proof of insurance Coverage in the form of a Certificate of Insurance as issued by the Insurance Company or a certified copy of the Insurance Policy.
- A Certificate of good standing from the Workplace Safety & Insurance Board.

## **Subcontractors**

The Contractor hereby understands and agrees that any or all Subcontractors hired to perform within the scope of this Tender are subject to all terms and conditions stated within and the Principle Contractor shall be held accountable.

The Contractor shall submit a list of their proposed Subcontractors (See Schedule "A") of all of the Subcontractors which the Bidder proposes to use to perform work under the Agreement and the division or section of Contract Work to be completed by each Subcontractor.

The Contractor shall ensure that all Subcontractors selected and named have experience in the subcontracted work described within the Tender documents, and that they will execute their work with competence and within the required time frame.

The Contractor shall ensure that all Subcontractors shall be actively engaged in work of the type described and shall be able to show proof upon request by the City, of previous work of similar nature performed by them.

The Contractor shall not show "Own Forces" in their list of proposed Subcontractors, except where the Bidder's intent is to employ the Bidder's own qualified on-staff personnel to perform such work.

The Contractor shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of proposed Subcontractors. One Subcontractor name shall be indicated for each Subcontractor category.

No names, either of Subcontractors or "Own Forces" may be changed after submission of the list of proposed Subcontractors unless prior written approval is received from the City. Such approval will only

be considered after receipt by the Owner of a written request for the change by the Bidder with a full explanation of the reasons for the requested change and a letter from the previously named Subcontractor agreeing to withdraw its bid with no consequences to the City.

The City reserves the right to reject a proposed Subcontractor for reasonable cause. Upon such rejection, the Bidder will be required to propose an alternate Subcontractor and to identify any resulting change to the Bid Price. This change can affect the status of the low Bid, and may result in a different Bid becoming low.

Within Schedule "A" attached, should the Bidder indicate "N/A" (not applicable), "None", "Own Forces" or imply by either non completion or omission of this form, that no Sub-Contractor will be used in the execution of this agreement, It is then understood that the City will make no allowance for, nor shall any Sub-Contractors be allowed to perform any part of this agreement.

## **Safety**

The Contractor's attention is drawn to the provisions of the Occupational Health & Safety Act 2010. The Contractor shall be considered the "Constructor" under the terms and conditions of this agreement. Certificates of good standing from the Workplace Safety & Insurance Board will be required before commencement of work and before final payment is made.

The Contractor shall be held responsible for any damage including fire as the result of their performance of the work described herein. The Contractor undertakes and agrees to comply with all orders or other regulations in force on the site where the work is to be performed relating to safety. The Contractor must adhere to all safety rules, regulations and labour codes in effect in all jurisdictions where the work is to be performed.

## **Cancellation of Contract**

The Contractor agrees that the City may without liability terminate this entire agreement at any time on five (5) days written notice to the Contractor as a result of changes in the City's requirements or changes in the availability of funds.

## **Termination of Contract**

The Contractor agrees that where, in the opinion of the City, the Contractor fails to satisfactorily perform any of the Contractor's obligations under this agreement, and the City may at their own discretion, give written notice to the Contractor, terminating the agreement.

The City, in its sole and absolute discretion, shall have the right to terminate the said work process at any time, upon written notice to the Contractor. The Contractor shall not be entitled to any damages whatsoever by reason of the termination of the work process as aforementioned, nor shall the Contractor be entitled to make any claim under the said work process, except for any material stockpiled prior to the termination of the process and only when it has been determined that the material was done effectively and in accordance with specifications.

If this agreement is so terminated, the City reserves the right to declare the Contractor ineligible to bid on any member's Municipal work for a 24 month period following default.

## **Performance evaluation**

The Successful Bidder agrees that the results of a performance evaluation (see SCHEDULE "D") will be considered for any future awards, and will have a direct impact and influence in the selection of Successful Bidders on future awards. Documented poor performance may result in disqualification from Bidding on any one type of project or all projects for a period of 2 years.

Documented poor performance may result in disqualification of the Bidder's submission for this Tender.

## **Rejected Work**

Defective work, whether the result of poor workmanship, use of defective products, or damage through carelessness or other act or omission of the Contractor or any of its Subcontractors and whether incorporated in the work or not, which has been rejected by the City as failing to conform to the contract documents shall be revoked promptly from the place of the work by the Contractor or such Subcontractor and replaced or re-executed promptly in accordance with the contract documents at the Contractor's or such Subcontractor's expense.

Other Contractors' work destroyed or damaged by such removals or replacements shall be made good promptly at the Contractor's expense.

If in the opinion of the City, it is not expedient to correct defective work or work not performed in accordance with the contract documents, the City may deduct from the monies otherwise due to the Contractor the difference in value between the work as performed and that called for by the contract documents, the amount of which will be determined by the Manager.

The City, if any, shall not have any power to waive obligations of the Contract for the furnishing by the Contractor of good material and of its performing good work as herein described and in full accordance with the contract documents. No failure or omission of the City to condemn any defective work or material shall release the Contractor from the obligation to at once tear out, remove and properly replace the same at any time upon the discovery of said defective work or material, at the Contractor's expense. In case the Contractor should refuse or neglect to remove any rejected work or material within forty-eight (48) hours after written notice from the City, such work or material may be removed by order of the City and at the Contractor's expense.

## **Material Specifications**

The work specified in the contract will be performed in strict accordance with the following provisions, Plans, Specifications & Conditions of Tender PWO-RFT-004-2021

Special Provisions

Plans – N/A

Standard Drawings – N/A

Standard Specifications – OPSS 314 (Nov. 2004), OPSS 1001 (Nov. 2005), OPSS 1010 (April 2004), OPSS 102 (October 1992)

General Conditions – OPS General Conditions of Contract – Nov. 2006

The City reserves the right to have materials tested on an intermittent and/or ongoing basis to ensure adherence to specifications.

### Form of Tender

Each FORM OF TENDER 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 Tender.

The Contractor has carefully examined the Provisions, Plans, Specifications and OPS General Conditions of Contract referred to in the schedule of provisions, The Contractor understands and accepts the said Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Tender, 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 Tender. 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 Tender.

*NOTE: All portions of "Form of Tender" must be accurately and completely filled out.*

Item No.	Material	Quantity	Unit Price	Total
1	GRANULAR "M" 5/8 as per OPSS 1010, crush and stockpile at Contractors location within 5 kms of Temiskaming Shores.	12,000 tonnes	\$7.35	\$88,200.00
<b>SUB-TOTAL:</b>				\$88,200.00
<b>HST:</b>				\$11,466.00
<b>TOTAL</b>				\$99,666.00

**Page 1 of 6 to be submitted**

I/We Miller Paving Limited offer to supply the requirements stated within.

The corresponding total cost of \$ 99,666.00 Tax included.

I/We guarantee the availability of the required materials stockpiled at the Contractors location considered to be Firstbrooke pit, located within 5 kms of the outside boundaries of Temiskaming Shores.

I/We hold the prices valid for 30 (thirty) days from submission date.

I/We shall endeavor to complete the work by **June 30<sup>th</sup>, 2021**.

The specifications have been read over and agreed to this 12<sup>th</sup> day of April 2021

Company Name  Miller Paving Limited	Contact name (please print)  Dan McDonald
Mailing Address  Box 248 New Liskeard, ON	Title  Regional Manager, Construction
Postal Code  P0J 1P0	Authorizing signature    "I have the authority to bind the company/corporation/partnership."
Telephone  705-647-4331	Fax  705-647-3611
Cell Phone if possible  	Email  

**City of Temiskaming Shores  
PWO-RFT-004-2021  
Supply and Stockpile Granular M**

**Non Collusion Affidavit**

I/ We 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.

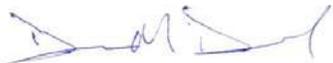
Such Bid is genuine and is not a collusive or sham Bid.

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

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

Dated at New Liskeard this 12th day of April, 2021.

Signed  \_\_\_\_\_

Company Name Miller Paving Limited

Title Regional Manager, Construction

**City of Temiskaming Shores  
PWO-RFT-004-2021  
Supply and Stockpile Granular M**

**Conflict of Interest Declaration**

Please check appropriate response:

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

List Situations:

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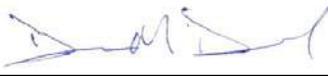
In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation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

Dated at New Liskeard this 12th day of April, 2021.

Firm Name Miller Paving Limited

Bidder's Authorization Official Dan McDonald

Title Regional Manager, Construction

Signature 

**City of Temiskaming Shores  
PWO-RFT-004-2021  
Supply and Stockpile Granular M**

**SCHEDULE "A" - LIST OF PROPOSED SUB-CONTRACTORS**

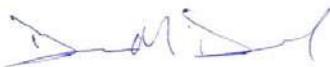
A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Tender must be included in the Tender documents submitted.

Name	Address	WSIB Certificate Number (copy attached)

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Tender document.

Signed by Company Official

Dan McDonald  
Print Name

  
Signature

**Page 5 of 6 to be submitted**

**Schedule “B”**

**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 Dan McDonald Company Name Miller Paving Limited

Phone Number 705-647-4331 Address 704024 Rockley Road New liskeard

I, Dan McDonald, 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*.

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, a link to a free e-learning course module called Serve-Ability, Transforming Ontario’s Customer Service is available at [www.gov.on.ca/mcss/serveability/splash.html](http://www.gov.on.ca/mcss/serveability/splash.html).

Date: April 12, 2021

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

**By-law No. 2021-071**

**Being a by-law to enter into a lease agreement with lease agreement with Riverside Farmers Market for the use of Riverside Place for the purposes of a Farmers Market on various dates from April 1, 2021 to March 31, 2026**

**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. RS-009-2021 at the April 20, 2021 Regular Council meeting and directs staff to prepare the necessary by-law to enter into a lease agreement with Riverside Farmers Market for the use of Riverside Place for the purposes of a Farmers Market on various dates from April 1, 2021 to March 31, 2026, for consideration at the April 20, 2021 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 a lease agreement with Riverside Farmers Market for the use of Riverside Place for the purposes of a Farmers Market on various dates from April 1, 2021 to March 31, 2026, 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 20<sup>th</sup> day of April, 2021.

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Mayor

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Clerk



Schedule "A" to

**By-law No. 2021-071**

Agreement between

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

and

**Riverside Farmers Market**

for the use of space in and around Riverside Place for the  
purpose of a Farmers Market

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

- and -

**Riverside Farmers Market**

---

**LEASE**

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Mathew Bahm  
Director of Recreation  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

THIS LEASE Agreement made this 20<sup>th</sup> day of April 2021;

**between:**

**The Corporation of the City of Temiskaming Shores**  
(herein referred to as “the Landlord”)

-and-

**Riverside Farmers Market.**  
(herein referred to as “the Tenant”)

**Whereas** the Applicant is desirous of renting premises owned by the City of Temiskaming Shores at 55 Riverside Drive from April 1, 2021 to March 31, 2026, for the purpose of a Farmers Market.

**And whereas** it is necessary and desirous to establish certain guidelines and rules for the purpose of the rental of the aforesaid premises;

**And whereas** it is understood that Ross Brubacher hereby undertake and agree to be responsible for compliance with all requirements under the Agreement;

**And whereas** the parties hereto have agreed to enter into this Lease.

### **Section One – Leased Premises**

The Landlord hereby demises and leases to the Tenant, Riverside Place located at 55 Riverside Drive within the City of Temiskaming Shores being hereinafter called the "premises".

The Landlord agrees to rent to the Tenant premises owned by the Landlord in accordance to the following:

- a) Use of **Riverside Place** every Saturday from 6:00am to 12:00pm, May 15<sup>th</sup> to October 31<sup>st</sup>, with the following exceptions:
  - No use of Riverside Place during the New Liskeard Fall Fair
- b) Use of **Riverside Place** on one Saturday every November and two Saturdays every December from 6:00am to 12:00pm
- c) Use of **Riverside Place** on Thursday, Friday, Saturday and Sunday during the annual Village Noel event.
- d) Use of **Riverside Place** on one Saturday per month every January, February, March and April from 6:00am to 12:00pm

- e) Use of the northwest greenspace between **Riverside Place** and its parking lot for placement of four (4) vendor stalls.

### **Section Two – Term**

**To hold** the premises for a term commencing on April 1, 2021, to March 31, 2026.

### **Section Three – Rent**

The Tenant shall pay the Landlord **Seven Hundred Fifty Dollars** (\$750) plus applicable taxes per year for the rental of the Premises payable annually in advance on April 1<sup>st</sup> of each year. In addition, the Tenant shall pay the Landlord **One Hundred Twenty-Five Dollars** (\$125) plus applicable taxes per booking for use of the space as a Farmers Market.

The per booking rate shall be set per calendar year at the following rates:

2021 - **One Hundred Twenty-Five Dollars** (\$125.00) plus applicable taxes per booking

2022 - **One Hundred Fifty Dollars** (\$150.00) plus applicable taxes per booking

2023 - **One Hundred Seventy-Five Dollars** (\$175.00) plus applicable taxes per booking

2024 - **Two Hundred Dollars** (\$200.00) plus applicable taxes per booking

2025 - **Two Hundred Four Dollars** (\$204.00) plus applicable taxes per booking

2026 - **Two Hundred Eight Dollars and Eight Cents** (\$208.08) plus applicable taxes per booking

### **Section Four - Tenant’s Covenants:**

The Tenant covenants with the Landlord as follows;

- a) **To pay rent** - to pay rent in the amount of \$750.00 plus HST per year, plus a per booking rate as set in Section Three.
- b) **Insurance** - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the Landlord prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of

occupation; and, to provide proof of insurance forthwith upon request by the City at any time.

- c) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- d) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- e) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;
- f) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- g) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Tenant and obtaining the Tenant's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the Landlord but in each case only under written contract approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the Landlord shall submit to the Tenant or the Landlord's contractors (as the case may be), when due the costs of all such work and of all materials, labour and

services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the Landlord; and

- h) **Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than to carry on a Farmers Market Program.
- i) **Farmers Market Hours of Operation** - the Tenant shall ensure all members of the public and all vendors and their wares vacate the facility by 1:30pm each Saturday the facility is used for a farmers market. Additionally, the tenant shall ensure that the facility is swept and the kitchen has been cleaned by 1:30pm each Saturday the facility is used for the farmers market to allow for other rentals to occupy the space at that time. If the Landlord deems that the Tenant has not completed necessary cleaning by 1:30pm AND another rental is scheduled to take possession of the space at the time, the Tenant shall be charged an additional booking fee as per the fee schedule set out in Section Three. The additional fee shall be payable to the City of Temiskaming Shores before the Tenant is allowed access to the facility for their next booking.
- j) **Storage of Equipment** - the Tenant shall be able to store one commercial fridge and one commercial freezer within the kitchen of Riverside Place for their exclusive use. The fridge shall be the sole responsibility of the tenant and the tenant assumes all responsibility for any wear and tear and damage from being left within the facility. The Tenant shall be allowed the sole use of closet within the cloakroom to store items. Items kept on the premises are the sole responsibility of the tenant and the tenant assumes all responsibility for any wear and tear, damage or theft as a result of being left in the facility
- k) **Storage of Outdoor Kiosks** – the Tenant shall be able to place four (4) wooden kiosks on the northwest greenspace between the parking lot and Riverside Place. The kiosks shall be the sole responsibility of the Tenant and the Tenant shall be solely responsible for any wear and tear, damage or theft resulting from their placement on the property. The kiosks shall be maintained in a reasonable state of repair and upkeep such that they do not become unsightly.
- l) **Public Health Guidelines** - The Tenant shall obey any and all public health guidelines and restrictions including those for COVID-19. Any costs incurred by the Tenant to operate in compliance with any public health, federal, provincial or municipal restrictions shall be the sole responsibility of the Tenant.
- m) **Scheduling** – The Tenant shall provide the landlord their requested dates for bookings for each April to March period by March 15<sup>th</sup> of each year.

## Section Five - Landlord's Covenants

The Landlord covenants with the Tenant as follows:

- a) **Quiet enjoyment** - for the quiet enjoyment of the facility.
- b) **Taxes** - to pay all property taxes and rates that may be levied against the Premises.
- c) **Electricity and Water** - to pay for the electricity supplied to the premises and any water/sewer charges levied against the Premises.
- d) **Heat** - to heat the Premises.
- e) **Insurance** - The Landlord shall maintain adequate fire and other perils insurance coverage on the Premises.
- f) **Structural soundness** - to keep the Premises and common areas structurally sound and to look after any structural defects which may arise.
- g) **Snow Removal** - The Landlord will be responsible for clearing snow in the walkways in front of the Premises as per the City's regular winter maintenance schedule.
- h) **Maintenance** - to be responsible for regular maintenance of the facility as decided by the landlord.
- i) **Cleaning** - to provide regular cleaning of the premises including the provision of paper products for the washrooms.
- j) **Keys** - to provide two (2) key fobs to access the leased space. Key fobs will be programmed to allow access to the facility during the dates and times of booked usage. Any additional access to the facility, outside of prebooked times, must be prearranged with the landlord.
- k) **Scheduling** - The City shall book the facility for the Tenant's requested dates, within reason, as long as those requests are submitted by March 15<sup>th</sup> of each calendar year.

## Section Six - Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Landlord may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Landlord's fixtures in or upon the premises, whether placed there by the Landlord or by the Tenant, shall be the

Tenant's property without compensation therefore to the Landlord and shall not be removed from the premises at any time (either during or after the term);

- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Tenant, instead of re-building or making the premises fit for the purpose of the Landlord, may at its option terminate this lease on giving to the Landlord within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Landlord is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Landlord shall immediately deliver up possession of the premises to the Tenant;
- c) **Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Landlord or to the employees of the Landlord or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Landlord;
- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Tenant shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Tenant shall be relieved from the fulfillment of such obligation and the Landlord shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) **Default of Landlord** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Landlord to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Tenant shall

be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;

- f) **Bankruptcy of Landlord** - In case without the written consent of the Tenant the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Landlord or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Landlord shall at any time be seized in execution or attachment by any creditor of the Landlord or if the Landlord shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Landlord is a company any order shall be made for the winding up of the Landlord), then in any such case this lease shall at the option of the Tenant cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Tenant may re- enter and take possession of the premises as though the Landlord or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Landlord waives and renounces the benefit of any present or future statute taking away or limiting the Tenant's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Landlord on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) **Right of re-entry** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant in addition to all other rights may do so as the agent of the Landlord, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Landlord, and receive the rent therefore, and as agent of the Landlord may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Landlord shall be liable to the Tenant for any deficiency;
- i) **Right of termination by the Landlord** - The lease may be terminated for any valid operational reason;
- j) **Right of termination by the Tenant** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Landlord is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Landlord shall

immediately deliver up possession of the Premises to the Tenant, and the Tenant may re-enter and take possession of the premises;

- k) **Right of Renewal** – The Tenant shall have the right, if not otherwise in default, of renewing the lease. Terms and conditions to be negotiated at signing. The Tenant shall be required to give written notice of his intention to renew the lease on or before the 1<sup>st</sup> day of March prior to the commencement of the renewal term.

At the end of the term of this agreement and where a new agreement has not been entered into the Tenant may continue to occupy the facility on a month-to-month basis under the same terms as were previously agreed to until such time the terms are renegotiated, unless the Landlord gives notice to vacate in writing. Such notice shall be a minimum of sixty (60) days.

- l) **Notice** – 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 Landlord:

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

Attn.: Director of Recreation

### **Section Seven - Headings**

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

### **Section Eight - Effect of Lease**

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

**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 )

**Riverside Farmers Market**

\_\_\_\_\_  
Ross Brubacher  
Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of Temiskaming  
Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – Logan Belanger

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

**By-law No. 2021-072**

**Being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special Meeting held on April 15, 2021 and at its Regular meeting held on April 20, 2021**

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

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

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

**Whereas** it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws.

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

1. That the actions of the Council at its Special meeting held on **April 15, 2021**, and at its Regular meeting held on **April 20, 2021**, with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

**Read a first, second and third time and finally passed** this 20<sup>th</sup> day of April, 2021.

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Mayor

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Clerk