



The Corporation of the City of Temiskaming Shores  
Regular Meeting of Council  
Tuesday, April 5, 2016  
6:00 P.M.  
City Hall Council Chambers – 325 Farr Drive

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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 Motion

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 Motion

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

- a) Regular Meeting of Council – March 15, 2016
- b) Special Meeting of Council – March 24, 2016

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

7.1. *Niven Street South Water Extension*

**Project:** North Cobalt Water Stabilization Project

**Applicant:** City of Temiskaming Shores

**Purpose:** Provide Public consultation in accordance to Environmental Assessment process requirements.

8. **Question and Answer Period**

9. **Presentations / Delegations**

a) Eric Nielson, Regional Manager – Ontario Clean Water Agency

**Re:** Presentation

b) David B. Treen, Clerk – Temiskaming Shores

**Re:** Design of Public Spaces – Integrated Accessibility Standards Regulation

10. **Communications**

a) Alison Stanley, Information and Communications Officer – Federation of Northern Ontario Municipalities (FONOM)

**Re:** Multi-Minister Delegation Summary – OGRA / ROMA

**Reference:** Received for Information

b) Alison Stanley, Information and Communications Officer – Federation of Northern Ontario Municipalities (FONOM)

**Re:** Request for support from FONOM member municipalities from City of Sudbury – Positron Emission Tomography (PET) scanner – Assistance for Capital Purchase

**Reference:** Received for Information

c) Louise Logan, President & CEO - Parachute

**Re:** Request for Proclamation – Parachute Safe Kids Week – May 30 – June 5, 2016

**Reference:** Received for Information

d) Carman Kidd, Presiding Co-Chair – Temiskaming Mayors Action Group

**Re:** Resolution for renewal of Local Initiative Contribution (LIC) funding

**Reference:** Received for Information

e) Gloria Collier, Acting Town Clerk – Town of Richmond Hill

**Re:** Request for Support – Ontario Municipal Board Reform

**Reference:** Received for Information

f) Kerry Canie, Administration Department – Northeastern Ontario Municipal Association

**Re:** Media Release – While 11 firms win IESO renewable RFP - North-Eastern Ontario loses

**Reference:** Received for Information

g) Alison Stanley, Information and Communications Officer – Federation of Northern Ontario Municipalities (FONOM)

**Re:** News Release – FONOM pleased with Infrastructure Commitments Announced in the 2016 Federal Budget

**Reference:** Received for Information

h) Tara Norris, Secretary – Timiskaming Tumblers Gymnastics Club

**Re:** Sponsorship – Frog’s Breath Foundation Funding Application

**Reference:** Motion to be presented under New Business

i) Tony Juurlink – Get Active In Temiskaming

**Re:** Sponsorship – Frog’s Breath Foundation Funding Application

**Reference:** Motion to be presented under New Business

j) Katherine Scott, Rector’s Warden – The Church of St. Paul and St. John

**Re:** Response to Parking Restrictions Letter from Municipal Clerk

**Reference:** Referred to the Clerk for a response

k) E. Baker, Clerk – Haileybury & District Baptist Church

**Re:** Response to Parking Restrictions Letter from Municipal Clerk

**Reference:** Referred to the Clerk for a response

l) Raymond Renaud – Resident

**Re:** Response to Parking Restrictions Letter from Municipal Clerk

**Reference:** Referred to the Clerk for a response

m) Clair F. Shepherdson, Secretary/Treasurer – Community of Christ

**Re:** Response to Parking Restrictions Letter from Municipal Clerk

**Reference:** Referred to the Clerk for a response

n) Matt Turner, Chair – Timiskaming Best Start Network

**Re:** Community Hubs – Timiskaming Hub Working Group

**Reference:** Referred to the Director of Recreation Services

Draft Motion

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

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

Draft Motion

Be it resolved that the following minutes and/or reports be accepted for information:

- a) Minutes of the South Temiskaming Cultural Sustainability Project Committee meeting held on February 11, 2016;
- b) Minutes of the Police Services Board Committee meeting held on January 18, 2016;
- c) Minutes of the Earleton-Timiskaming Regional Airport Municipal Services Board meeting held on February 18, 2016 and 2016 Airport Report.

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

Draft Motion

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

- a) Minutes of the Recreation Services Committee meeting held on February 8, 2016;
- b) Minutes of the Protection to Persons and Property Committee meeting held on March 10, 2016.

13. **Reports by Members of Council**

14. **Notice of Motions**

15. **New Business**

a) **Proclamation – Crime Awareness Week**

*Draft Motion*

Whereas Temiskaming & District VCARS is a member of the Ontario Network of Victim Service Providers; and

Whereas Victim Services provide a wide variety of services including immediate assistance to victims of violent crime to lessen the impact of the event and increase a victim's safety; and

Whereas Council for the City of Temiskaming Shores recognizes not only the victims of crime but also the many individuals who are a part of the various organizations that assist the victims to deal with the aftermath and to rebuild their lives.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby proclaims May 29<sup>th</sup> to June 4<sup>th</sup>, 2016 as **“Victims and Survivors of Crime Awareness Week”** in the City of Temiskaming Shores.

b) **Resolution of Support – NEOMA – MNRF – Endangered Species Act removed from the Forest Management Planning Manual**

*Draft Motion*

Whereas on January 8<sup>th</sup>, 2016 notice was posted to the Environmental Registry entitled *“Proposed Revisions to the Forest Management Planning Manual for Crown Forests in Ontario, Forest Information Manual and Forest Operations and Silviculture Manual”* demonstrating one of the biggest shifts in forest policy direction; and

Whereas this shift in forest policy will insert Endangered Species Act (ESA) language within the Crown Forest Sustainability Act (CFSA) which sends a clear message that the ESA will take primacy over the CFSA being in direct conflict with a 2007 commitment from the Ministry of Natural Resources that made these two acts equivalent; and

Whereas in a 2013 MNRF News Release the government made a commitment to establish a panel to review the linkages between the two acts, with members from Aboriginal communities, the forest industry, municipalities and environmental organizations;

Now therefore the Council for the City of Temiskaming Shores hereby supports the Northeastern Ontario Municipal Association and petitions the Ministry of Natural Resources and Forestry remove all reference to the Endangered Species Act from the Forest Management Planning Manual until a committee of stakeholders develops a comprehensive strategy; and

Furthermore that a copy of this resolution be forwarded to Bill Mauro, Minister of Natural Resources and Forestry.

**c) January to March 2016 Year-to-Date – Capital Report**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of the January to March 2016 Year-to-Date Capital Report for information purposes.

**d) Timiskaming Tumblers Gymnastics Club – Frog’s Breath Foundation Application**

Draft Resolution

Whereas the Timiskaming Tumblers Gymnastics Club requires a registered charitable organization to sponsor their application to the Frog’s Breath Foundation and has requested that the City partner on the said application.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby agrees to sponsor the Timiskaming Tumblers Gymnastics Club funding application to the Frog’s Breath Foundation.

**e) Get Active in Temiskaming – Frog’s Breath Foundation Application**

Draft Resolution

Whereas the Get Active in Temiskaming requires a registered charitable organization to sponsor their application to the Frog’s Breath Foundation and has requested that the City partner on the said application.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby agrees to sponsor the Get Active in Temiskaming funding application to the Frog’s Breath Foundation.

**f) Administrative Report PPP-004-2016 – Appointment of Volunteer Firefighter – Christopher Lauzon (Hlby Fire Station)**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-004-2016; and

That Council hereby appoints Christopher Lauzon as a Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the *Volunteer Firefighter Hiring and Promotional Policy*.

**g) Administrative Report No. PW-013-2016 – Equipment Purchase – Environmental Services Sewer Vacuum / Sucker Truck**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-013-2016;

That Council directs staff to prepare the necessary by-law and agreement for the purchase of a Sewer Vacuum / Flusher Truck, as detailed in Request for Proposal PW-RFP-004-2016, from Joe Johnson Equipment Inc. (designated as Bid “A”) at a cost of \$369,000 plus applicable taxes; and

That Council approves the purchase of various nozzles, attachments and components as outlined in Appendix 03, conditional to the satisfaction of the City, based on test demonstrations upon delivery of the Sewer Vacuum / Flusher Truck at an upset limit of \$35,000 plus applicable taxes for consideration at the April 5, 2016 Regular Council meeting.



**h) Administrative Report No. PW-014-2016 – Line Painting**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-014-2016; and

That Council approves the extension of the 2015 Centre and Edge Line Painting Services contract with *Midwestern Line Striping* for 2016 and directs staff to prepare the necessary by-law to enter into an agreement with *Midwestern Line Striping* for the completion of the 2016 Roadway Centre and Edge Line Painting at a cost of \$0.228 (plus HST) per linear metre of painted line marking for consideration at the April 5, 2016 Regular Council meeting.

**i) Administrative Report No. PW-015-2016 – Boardwalk Upgrades – Haileybury Waterfront**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-015-2016; and

That Council directs staff to prepare the necessary by-law and agreement with SLE Construction for paving stone walkway upgrades, as detailed in Request for Proposal PW-RFP-005-2016 at an upset limit \$49,140 plus applicable taxes for consideration at the April 5, 2016 Regular Council meeting.

**j) Administrative Report No. PW-016-2016 – Rental Motor Graders – Nortrax Canada**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-016-2016;

That Council directs staff to prepare the necessary by-law and agreement for the rental of two graders, as detailed in Request for Proposal PW-RFQ-005-2016 from Nortrax Canada at a cost of \$5,930 per unit per month for the period of November 1, 2016 to March 31, 2017, plus applicable taxes for consideration at the April 5, 2016 Regular Council meeting; and

That Council approves, in principle the extension of the Agreement for an additional five – five month rental periods beginning on or about November 1, 2017 and ending on or about March 31, 2021.

**k) Administrative Report No. RS-008-2016 – Northeastern Ontario Recreation Association – Hosting of the 2017 Annual Education Forum**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-008-2016; and

That Council directs staff to submit a proposal to host the 2017 Northeastern Ontario Recreation Association Annual Educational Forum and further directs staff to include \$2,500 in the 2017 operating budget for the event should the proposal be accepted.

**l) Administrative Report No. RS-009-2016 – Municipal Garden Maintenance Program**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-009-2016;

That Council directs staff to prepare the necessary by-law to enter into an Agreement with The Greenhaus for the Municipal Garden Maintenance Program in 2016 at an upset limit of \$2,935 plus applicable taxes with an option to negotiate the 2017 and 2018 program for consideration at the April 5, 2016 Regular Council meeting.

**m) Memo No. 005-2016-CGP – Agreement of Purchase and Sale – Seton Street – Jude Heon**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 005-2016-CGP;

That Council directs staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with Mr. Jude Heon for Lots 138, 139, 150,

151, 162, 163, 174, and 175, on Plan M-105 N.B. for consideration at the April 5, 2016 Regular Council meeting; and

That Council directs staff to prepare the necessary deeming by-law to merge the above noted lots with Lots 186, 187, 198, 199, 210 and 211 on Plan M-105 N.B. owned by Mr. Heon for consideration at the April 5, 2016 Regular Council meeting.

**n) Memo No. 006-2016-CGP – Partnership Agreement – RDÉE Ontario Réseau M Mentoring for Entrepreneurs Program**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 006-2016;

That Council agrees to enter into a partnership with RDÉE Ontario Réseau M Mentoring for Entrepreneurs Program; and

That Council authorizes the Economic Development Officer, James Franks to act as the City's representative under this program.

**o) Administrative Report No. CGP-008-216 – 2015 Annual Building and Statistics Report**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-008-2016; and

That Council directs staff to post the 2015 Annual Report - Building Permit Fees on the City's website, in the Community Bulletin in the Temiskaming Speaker and to make the report available to persons or organizations in accordance with the Ontario Building Code.

**p) Administrative Report No. CGP-009-216 – Land Sale – Hearn Construction Ltd. – Barr Drive**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-009-2016;

That Council directs staff to prepare the necessary by-law to enter into an Offer to Purchase Agreement with Hearn Construction Ltd., as the purchaser, in the amount of \$70,000 plus applicable taxes for land legally described as Part 4 on Reference Plan 54R-2876, Temiskaming Shores, District of Timiskaming for consideration at the April 5, 2016 Regular Council meeting; and

That Council agrees to retain George Kemp, Kemp Pirie to represent the City in this land sale.

**16. By-laws**

*Draft Motion*

Be it resolved that:

By-law No. 2016-045 Being a by-law to enter into an agreement with Midwestern Line Striping Inc. for the 2016 Roadway Centre and Edge Line painting services

By-law No. 2016-046 Being a by-law to enter into a Purchase Agreement with Joe Johnson Equipment Inc. for the supply and delivery of a Sewer Vacuum / Flusher Truck

By-law No. 2016-047 Being a by-law to enter into an Agreement with Stehpane Laferriere Enterprise (SLE) for Boardwalk Upgrades at the Haileybury Waterfront

By-law No. 2016-048 Being a by-law to enter into an agreement with The Greenhaus for the Municipal Garden Maintenance Program

By-law No. 2016-049 Being a by-law to enter into a Rental Agreement with Nortrax Canada for the rental of two Graders

By-law No. 2016-050 Being a by-law to authorize the Sale of Land to Jude Heon being various lots on Plan M-105 N.B.

By-law No. 2016-051 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 – 703 Seton Street – Roll Nos. 54-18-030-007-054.00, 54-18-030-007-050.00 and 54-18-030-007-047.00

By-law No. 2016-052 Being a by-law to authorize the Sale of Land to 1470739 Ontario Ltd. being Part 4 on Plan 54R-2876, 3.5 Acres on Barr Drive

be hereby introduced and given first and second reading.

*Draft Motion*

Be it resolved that:

By-law No. 2016-040 Being a by-law for the Adoption of a Volunteer Recruitment and Retention Program for the Temiskaming Shores Fire Department

By-law No. 2016-045;

By-law No. 2016-046;

By-law No. 2016-047;

By-law No. 2016-048;

By-law No. 2016-049;

By-law No. 2016-050;

By-law No. 2016-051; and

By-law No 2016-052,

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, April 19, 2016 at 6:00 p.m.
- b) Regular – Tuesday, May 3, 2016 at 6:00 p.m.

**18. Question and Answer Period**

**19. Closed Session**

*Draft Motion*

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

- a) Adoption of the March 15, 2016 – Closed Session Minutes;
- b) Adoption of the March 24, 2016 – Closed Session Minutes;
- c) Under Section 239 (2) (a) of the Municipal Act, 2001 – Security of the property of the Municipality – Wastewater Facility – Confidential Administrative Report PW-017-2016
- d) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Human Resources update

**20. Confirming By-law**

*Draft Motion*

Be it resolved that By-law No. 2016-053 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 **March 24, 2016** and its Regular Meeting held on **April 5, 2016** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2016-053 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**21. Adjournment**

Draft Motion

Be it resolved that City Council adjourns at \_\_\_\_\_ pm.

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



**The Corporation of the City of Temiskaming Shores**  
**Regular Meeting of Council**  
**Tuesday, March 15, 2016**  
**6:00 P.M.**  
**City Hall Council Chambers – 325 Farr Drive**

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**Minutes**

**1. Call to Order**

The meeting was called to order by Mayor Carman Kidd at 6:02 p.m.

**2. Roll Call**

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

Also

Present: Christopher W. Oslund, City Manager  
David B. Treen, Municipal Clerk  
Doug Walsh, Director of Public Works  
Kelly Conlin, Director of Corporate Services (A)  
Tammie Caldwell, Director of Recreation  
Jennifer Pye, Planner  
Tim Uttley, Fire Chief  
James Franks, Economic Development Officer  
Mitch Lafreniere, Manager of Physical Assets

Regrets:

Media: Diane Johnston, Temiskaming Speaker  
Bill Buchberger, CJTT

Members of the Public Present: 5



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

Additions:

**Under Item 10 – Correspondence add:**

- s) Letter from Horne Granite Curling Club seeking sponsorship for Frog's Breath funding application.
- t) Letter from Cobalt-Haileybury Curling Club seeking sponsorship for Frog's Breath funding application.

**Under Item 19 – Closed Session add:**

- d) Under Section 239 (2) (c) of the Municipal Act, 2001 – Proposed acquisition of land by the municipality – ONTC Surplus property – Request for Expression of Interest.

**4. Approval of Agenda**

Resolution No. 2016-117

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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

**Carried**

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

None

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

Resolution No. 2016-118

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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

- a) Regular Meeting of Council – March 1, 2016

**Carried**

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

None

8. **Question and Answer Period**

None

9. **Presentations / Delegations**

a) Mayor Carman Kidd

**Re:** Achievement Award – Village Noel

Mayor Kidd outlined that receiving an Achievement Award from Festivals & Events Ontario is an honour for all municipalities in the province and that early this month, at the Festivals & Events Ontario Conference in Markham, Village Noel Temiskaming was announced as the winner of the '**Best New Festival or Event**' award in the budget category of \$100,000 to \$500,000.

Mayor Kidd on behalf of Council thanked Village Noel Temiskaming committee Chair, Rejeanne Belisle-Massie, and all committee members who work so diligently to make Village Noel Temiskaming the success it is today.

Mayor Kidd presented the award to Courtney Tresidder, the City's Cultural Coordinator Intern on behalf of the City of Temiskaming Shores and on behalf of the Village Noel Temiskaming committee and stated that this is a true success for our Northern Ontario community.

*Resolution No. 2016-119*

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges the Village Noel Temiskaming for being selected as the **Best New Festival** by Festival & Events Ontario; and

That Council extends congratulations and gratitude to all members of the steering committee and the multitude of volunteers that make the event such a success.

**Carried**

**10. Communications**

- a) Ontario Good Road Association

**Re:** Heads Up Alert – Ontario Government Releases 2016 Budget

**Reference:** Received for Information

- b) Alison Stanley, Information and Communications Officer – Federation of Northern Ontario Municipalities (FONOM)

**Re:** Ontario's 2016 Budget Commits to Investments Benefitting the North

**Reference:** Received for Information

- c) The Honourable Mario Sergio, Minister Responsible for Seniors Affairs

**Re:** 2016 Senior of the Year Award – Nomination Deadline: April 30, 2016

**Reference:** Referred to Senior Management

- d) Leo Sylvester, President – Royal Canadian Legion Branch 44

**Re:** Depositing snow at the Cobalt Veterans' Cemetery on Morissette Drive

**Reference:** Referred to the Director of Public Works

- e) Alison Stanley, Information and Communications Officer – Federation of Northern Ontario Municipalities (FONOM)

**Re:** Circulation of Community Schools Alliance Membership Application

**Reference:** Received for Information

- f) Catherine Gillier – Resident

**Re:** Objection letter to Wind Project in Lorrain Valley

**Reference:** Received for Information

- g) Charlie Angus – MP Timmins-James Bay

**Re:** Letter of concern to Minister James Carr – Ring of Fire

**Reference:** Received for Information
  
- h) Shara Lavallée, Clerk – Township of Gillies

**Re:** Request for Support – Petition Province to increase funding to Long Term Care Facilities

**Reference:** Received for Information
  
- i) Monique Chartrand, Executive Director – Victim Services of Temiskaming & District

**Re:** Request for Proclamation – 2016 Victims and Survivors of Crime Awareness Week

**Reference:** Received for Information
  
- j) Art Booth, Operations Manager Field and Advisory Services – Ministry of Community Safety and Correctional Services

**Re:** Notice of compliance with Ontario Regulation 380/04 – Emergency Management and Civil Protection Act

**Reference:** Received for Information
  
- k) Dawn Newhook, Clerk – Township of Minden Hills

**Re:** Letter to Minister of Community Safety and Correctional Services - Request for Review of the New OPP Billing Model

**Reference:** Received for Information
  
- l) Ken Noland, Reeve – Township of Burpee and Mills

**Re:** Letter to Premier Wynne – Conservation Land Tax Incentive Program

**Reference:** Received for Information

- m) Airport Authority Steering Committee – Earlton-Timiskaming Regional Airport

**Re:** Presentation – March 5, 2016

**Reference:** Motion to be presented under New Business

- n) Monique Legault, Regional Manager (North Region) – Ministry of Agriculture, Food and Rural Affairs

**Re:** Municipal Regulatory Toolkit for Agriculture (Binder)

**Reference:** Received for information. Binder available for viewing through Clerk's Office

- o) Marcy Farrow, Administrator – Extendicare Nursing Home

**Re:** Request to permit parking on east side of Bruce Street between Lawlor and Algonquin

**Reference:** Referred to the Director of Public Works

- p) Rhonda Latendresse, Executive Director – Seizure and Brain Injury Centre

**Re:** Request for Proclamation – March 26<sup>th</sup> Purple Day for Epilepsy and March as Epilepsy Awareness Month

**Reference:** Received for information

- q) Dr. Stacy Desilets, Program Director – Northern Ontario School of Medicine

**Re:** Consideration to become volunteer municipality – Basic Income Pilot Program

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

r) Michael Doody, President – Northeastern Ontario Municipal Association

**Re:** Letter to MNRF – request that all reference to Endangered Species Act be removed from the Forest Management Planning Manual

**Reference:** Received for Information

s) Amber Sayer – Horne Granite Curling Club

**Re:** Funding application to Frog’s Breath Foundation – Sponsorship

**Reference:** Motion to be presented under New Business

t) Shawn Hearn, President – Cobalt-Haileybury Curling Club

**Re:** Funding application to Frog’s Breath Foundation – Sponsorship

**Reference:** Motion to be presented under New Business

Resolution No. 2016-120

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

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

**Carried**

Resolution No. 2016-121

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Whereas 1 in 100 people have epilepsy, but many don’t reveal their health status to others in their lives due to the stigma surrounding the condition;

And whereas the Seizure & Brain Injury Centre encourages all citizens to wear a lavender ribbon in support of epilepsy and promotes March 26<sup>th</sup> as “*Purple Day for Epilepsy*”;

Now therefore be it resolved that Council of the City of Temiskaming Shores does hereby proclaims March as “***Epilepsy Awareness Month***” in the City of Temiskaming Shores;

And furthermore Council declares March 26<sup>th</sup>, 2016 as “**Purple Day for Epilepsy**” in the City of Temiskaming Shores.

**Carried**

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

Resolution No. 2016-122

Moved by: Councillor Jelly  
Seconded by: Councillor Foley

Be it resolved that the following minutes and/or reports be accepted for information:

- a) Minutes of the Temiskaming Shores Accessibility Advisory Committee meeting held on January 20, 2016;
- b) Minutes of the Temiskaming Shores Accessibility Advisory Committee meeting held on February 17, 2016;
- c) Minutes of the New Liskeard Library Building Committee meeting held on February 25, 2016; and
- d) Minutes of the Timiskaming Board of Health meeting held on January 27, 2016.

**Carried**

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

Resolution No. 2016-123

Moved by: Councillor Laferriere  
Seconded by: Councillor Foley

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

- a) Minutes of the Protection to Persons and Property Committee meeting held on February 19, 2016;
- b) Minutes of the Corporate Services Committee meeting held on March 3, 2016.

**Carried**

**13. Reports by Members of Council**

Councillor McArthur reported the following:

- Recreation Committee: Healthy Kids Challenge has really taken off and many events scheduled for March Break; new refuse receptacles, tables and signage for parks including accessible tables (3); advertised for operation of Park concessions.

Councillor Jelly reported the following:

- PPP Committee: Number of firefighter reports to be considered tonight, appointment of volunteers and recruitment policy; 4 members of OPP assisted with Healthy Kids via tying skates – go a long way in getting back to community policing.

Councillor Hewitt reported the following:

- Age Friendly Committee: Received over 220 responses from survey so far, had over 700 interviews with individuals, thank you to local media for their support, once surveys done – analysis to be conducted, host public meetings based on various themes.
- BIA Board: Have supported the strategic plan for long term planning of board, created a periodic newsletter; be hosting a social media workshop in future, Summerfest will be same weekend as Biker's Reunion.

Councillor Whalen reported the following:

- Airport MSB: presentation and meeting held last Saturday; discussed creation of Airport Authority.
- General: attended meeting at Chamber of Commerce, attempting to put an entity together regarding the 4 laneing of Hwy 11 to see what direction MTO is going.

Councillor Foley reported the following:

- PDAC: attended PDAC, well organized by James Franks, great event for local businesses inside and outside borders of Temiskaming Shores.

Mayor Kidd reported the following:

- PDAC: had a great Northern Ontario exhibit with 72 different mining companies from across Northern Ontario which was sponsored financially by FedNor, good crowds, a lot of MPs and Senate members, plan to go ahead again next year.

#### 14. Notice of Motions



*Councillor Hewitt*

Be it resolved that Council of the City of Temiskaming Shores approves the attendance of **Councillor Hewitt** to the 2016 National BIA Conference scheduled for April 10, 2016 to April 13, 2016 in London, Ontario; and

Further be it resolved that the expenses incurred in attending the said conference be covered by the BIA with the exception of the Council per diem to be covered in accordance to the Municipal Business Travel and Expense Policy.

Resolution No. 2016-124

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that Council does hereby waive the Rules of Procedure as outlined in Section 36.1 a) of Procedural By-law No. 2008-160, as amended and agree to allow debate on the Notice of Motion presented by Councillor Hewitt.

**Carried**

Resolution No. 2016-125

Moved by: Councillor Hewitt

Seconded by: Councillor Jelly

Be it resolved that Council of the City of Temiskaming Shores approves the attendance of **Councillor Hewitt** to the 2016 National BIA Conference scheduled for April 10, 2016 to April 13, 2016 in London, Ontario; and

Further be it resolved that the expenses incurred in attending the said conference be covered by the BIA with the exception of the Council per diem to be covered in accordance to the Municipal Business Travel and Expense Policy.

**Carried**

**15. New Business**

**a) Airport Authority Steering Committee – Earlton-Timiskaming Regional Airport**

Resolution No. 2016-126

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

Whereas the Earleton-Timiskaming Regional Airport Authority Steering Committee made a presentation on March 5, 2016 regarding the future of our Regional Airport; and

Whereas the Steering Committee has recommended the creation of an incorporated, not-for-profit airport authority to own and operate the Earleton-Timiskaming Regional Airport; and

Whereas the ETRA Authority Steering Committee has requested that each Council pass a motion to indicate if they agree with the creation of an Airport Authority for the Earleton-Timiskaming Regional Airport and are willing to participate as a member;

Now therefore be it resolved that the Corporation of the City of Temiskaming Shores hereby supports the creation of an Airport Authority for the Earleton-Timiskaming Regional Airport and agrees to participate as a member.

### **Motion to Amend**

#### Resolution No. 2016-126-A

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

That Council for the City of Temiskaming Shores hereby amends Resolution No. 2016-126 to:

- **Support in principle** the creation of an Airport Authority;
- **subject to a five year business plan;** and
- **based on the municipalities agreeing to further investigate the creation of an Airport Authority.**

**Carried**

#### Resolution No. 2016-126 (as amended)

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

Whereas the Earleton-Timiskaming Regional Airport Authority Steering Committee made a presentation on March 5, 2016 regarding the future of our Regional Airport; and

Whereas the Steering Committee has recommended the creation of an incorporated, not-for-profit airport authority to own and operate the Earleton-Timiskaming Regional Airport; and

Whereas the ETRA Authority Steering Committee has requested that each Council pass a motion to indicate if they agree with the creation of an Airport Authority for the Earlton-Timiskaming Regional Airport and are willing to participate as a member;

Now therefore be it resolved that the Corporation of the City of Temiskaming Shores hereby supports in principle the creation of an Airport Authority for the Earlton-Timiskaming Regional Airport and agrees to participate as a member, subject to the development of a 5 year Business Plan and based on the municipalities who have agreed to further investigate the creation of an Airport Authority.

**Carried**

**b) Memo No. 004-2016-PPP – Amendment to By-law No. 2013-187 Fire Department Communications Systems Agreement**

Resolution No. 2016-127

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 004-2016-PPP; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2013-187 for consideration at the March 15, 2016 Regular Council meeting.

**Carried**

**c) Administrative Report No. PPP-001-2016 – Volunteer Recruitment and Retention Policy**

Resolution No. 2016-128

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-001-2016;

That Council directs staff to prepare the necessary by-law to adopt a Volunteer Recruitment and Retention Program for consideration of 1<sup>st</sup> and 2<sup>nd</sup> Reading at the March 15, 2016 Regular Council meeting; and

That Council hereby agrees to repeal Resolution No. 2008-055 (Volunteer Firefighter Hiring and Promotional Policy) upon 3<sup>rd</sup> and Final Reading of the By-law to adopt a new Volunteer Firefighter Recruitment and Retention Program.

**Carried**

**d) Administrative Report No. PPP-002-2016 – Appointment of Volunteer Firefighter Angela Labonté (Dymond Fire Station)**

Resolution No. 2016-129

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-002-2016; and

That Council hereby appoints Angela Labonté as a Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the *Volunteer Firefighter Hiring and Promotional Policy*.

**Carried**

**e) Administrative Report No. PPP-003-2016 – Appointment of Volunteer Firefighter Thomas Tinney (Haileybury Fire Station)**

Resolution No. 2016-130

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-003-2016; and

That Council hereby appoints Thomas Tinney as a Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the *Volunteer Firefighter Hiring and Promotional Policy*.

**Carried**

**f) Memo No. 004-2016-PW – Amendment to By-law No. 2015-096 – Agreement with Product Care Association**

Resolution No. 2016-131

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 004-2016-PW; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-096 to incorporate payments associated with the collection of pesticides, solvents and fertilizers for consideration at the March 15, 2016 Regular Council meeting.

**Carried**

**g) Memo No. 005-2016-PW – Amendment to By-law No. 2015-067 – Master Electrician Agreement with LISAND Electrical**

Resolution No. 2016-132

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 005-2016-PW; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-067 to extend the agreement with LISAND Electrical Services for a Master Electrician Service Contract to March 31, 2017 for consideration at the March 15, 2016 Regular Council meeting.

**Carried**

**h) Administrative Report No. PW-011-2016 – Annual Water Reports**

Resolution No. 2016-133

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-011-2016, more specifically Appendices 01, 02 and 03 being the 2015 Annual Compliance and Summary Reports for the water systems within the municipality in

accordance to Schedule 22 of O. Reg. 170/03 being a regulation under the Safe Drinking Water Act;

That Council hereby directs staff:

- To place the 2015 Annual Compliance and Summary Reports in the Water System Binders located at the municipal office (325 Farr Drive);
- To post the reports on the municipal website; and
- To place an ad in the community bulletin notifying the public of the availability of these reports for public review; and

That Council further directs staff to forward a copy of Administrative Report PW-011-2016 to the Ministry of Environment, Safe Drinking Water Branch - North Bay for their records.

**Carried**

**i) Administrative Report No. PW-012-2016 – Equipment Rental – Spring Ditching**

Resolution No. 2016-134

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-012-2016;

That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the Equipment Rental – Excavator for Snow Ditching contract to *James Lathem Excavating Limited* at the rate of \$96.00 per hour plus HST and a total of \$2,360 plus HST for 5 float moves in each designated area; and

That Council directs staff to prepare the necessary by-law and agreement consideration at the March 15, 2016 Regular Council meeting.

**Carried**

**j) Administrative Report No. CGP-006-2016 – Application for Approval of a Draft Plan of Subdivision: FPT Holdings Limited, Dawson Point Road (File NO. 54-T-16001)**

Resolution No. 2016-135

Moved by: Councillor Laferriere  
Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-006-2016;

That Council hereby approves the draft plan of subdivision subject to the Proposed Conditions as set out in Appendix 03 to Administrative Report CGP-006-2016.

**Carried**

**k) Administrative Report No. CGP-007-2016 – Site Plan Agreement Amendment – Temiskaming Propane**

Resolution No. 2016-136

Moved by: Councillor Jelly  
Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-007-2016;

That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-064 (Site Plan Control Agreement with 2419713 Ontario Inc. and 2419753 Ontario Inc. – Temiskaming Propane) for consideration at the March 15, 2016 Regular Council meeting.

**Carried**

**l) Horne Granite Curling Club – Frog’s Breath Foundation Application**

Resolution No. 2016-137

Moved by: Councillor McArthur  
Seconded by: Councillor Hewitt

Whereas the Horne Granite Curling Club requires a registered charitable organization to sponsor their application to the Frog’s Breath Foundation and has requested that the City partner on the said application.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby agrees to sponsor the Horne Granite Curling Club’s funding application to the Frog’s Breath Foundation.

**Carried**

**m) Cobalt-Haileybury Curling Club – Frog’s Breath Foundation Application**

Resolution No. 2016-138

Moved by: Councillor Foley  
Seconded by: Councillor Laferriere

Whereas the Cobalt-Haileybury Curling Club requires a registered charitable organization to sponsor their application to the Frog's Breath Foundation and has requested that the City partner on the said application.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby agrees to sponsor the Cobalt-Haileybury Curling Club's funding application to the Frog's Breath Foundation.

**Carried**

**16. By-laws**

Resolution No. 2016-139

Moved by: Councillor Whalen  
Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2016-038 Being a by-law to amend By-law No. 2015-096 (Agreement with Product Care Association for Phase 1 materials - *paints and coatings* - collected as part of the Municipal Hazardous or Special Waste – Orange Drop Collection Event)

By-law No. 2016-039 Being a by-law to enter into an agreement with James Lathem Excavating Limited for the Rental of a Track Mounted Excavator for snow ditching

By-law No. 2016-040 Being a by-law for the Adoption of a Volunteer Recruitment and Retention Program for the Temiskaming Shores Fire Department



By-law No. 2016-041 Being a by-law to amend By-law No. 2013-187 (Fire Department Communications Systems Agreement)

By-law No. 2016-042 Being a by-law to amend By-law No. 2015-067 (Master Electrician Services Contract with LISAND Electrical Services)

By-law No. 2016-043 Being a by-law to amend By-law No. 2015-064 (Site Plan Agreement with 2419713 Ontario Inc. and 2419753 Ontario Inc. for 744055 Brazeau Boulevard – Roll Nos. 54-18-020-001-027.19 and 54-18-020-001-027.18)

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2016-140

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that:

By-law No. 2016-038;

By-law No. 2016-039;

By-law No. 2016-041;

By-law No. 2016-042;

By-law No. 2016-043;

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

**Carried**

**Note-Clerical Error:** By-law No. 2016-040 was originally listed for third and final reading; however it should have only received 1<sup>st</sup> and 2<sup>nd</sup> reading in accordance to Administrative Report No. PPP-001-2016 and has therefore been deleted from the third reading resolution.

**17. Schedule of Council Meetings**

a) Regular – Tuesday, April 5, 2016 at 6:00 p.m.

b) Regular – Tuesday, April 19, 2016 at 6:00 p.m.

**18. Question and Answer Period**

None

**19. Closed Session**

*Resolution No. 2016-141*

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that Council agrees to convene in Closed Session at 7:35 p.m. to discuss the following matters:

- a) Adoption of the March 1, 2016 – Closed Session Minutes;
- b) Under Section 239 (2) (a) of the Municipal Act, 2001 – Security of the property of the Municipality – Temiskaming Municipal Building Association
- c) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Human Resources Update
- d) Under Section 239 (2) (c) of the Municipal Act, 2001 – Proposed acquisition of land by the municipality – ONTC surplus property

*Resolution No. 2016-142*

Moved by: Councillor Hewitt

Seconded by: Councillor Laferriere

Be it resolved that Council agrees to rise with report at 8:30 p.m.

**Carried**

**a) Adoption of the March 1, 2016 – Closed Session Minutes**

*Resolution No. 2016-143*

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that Council approves the March 1, 2016 Closed Session Minutes as printed.

**Carried**

- b) Under Section 239 (2) (a) of the Municipal Act, 2001 – Security of the property of the Municipality – Temiskaming Municipal Building Association**

Resolution No. 2016-144

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores thanks the Temiskaming Municipal Building Association (TMBA) and its member municipalities with respect to the potential membership of Temiskaming Shores with the TMBA and respectfully declines participation; and

That Council looks forward to continued positive relationships with area municipalities.

**Carried**

- c) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Human Resources Update**

Staff reviewed various Human Resources with Council in closed session.

Resolution No. 2016-145

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores approves the reclassification of the Chief Building Official within the Management / Non-Union Collective Agreement from Group 5 to Group 4; and

That Council authorizes staff to recommence the interview process for a Chief Building Official.

**Carried**

- d) Under Section 239 (2) (c) of the Municipal Act, 2001 – Proposed acquisition of land by the municipality – ONTC surplus property – Request for Expression of Interest**

Resolution No. 2016-146

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores authorizes staff to submit an Expression of Interest with respect to ONTC surplus property No. 3 and No. 4 in response to the Ontario Northland letter dated March 10, 2016.

**Carried**

**20. Confirming By-law**

Resolution No. 2016-147

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2016-044 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 **March 15, 2016** be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2016-148

Moved by: Councillor Foley

Seconded by: Councillor Hewitt

Be it resolved that By-law No. 2016-044 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**21. Adjournment**

Resolution No. 2016-149

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 8:32 p.m.

**Carried**

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Mayor – Carman Kidd

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Clerk – David B. Treen



**The Corporation of the City of Temiskaming Shores  
Special Meeting of Council  
Thursday, March 24, 2015  
12:15 P.M.**

**City Hall – New Liskeard Boardroom – 325 Farr Drive**

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**Minutes**

**1. Call to Order**

The meeting was called to order by Deputy Mayor Doug Jelly at 12:18 p.m.

**2. Roll Call**

Present: Deputy Mayor Doug Jelly  
Councillors Jesse Foley, Patricia Hewitt, and Jeff Laferriere

Also

Present: Christopher W. Oslund, City Manager  
David B. Treen, Municipal Clerk  
Kelly Conlin, Director of Corporate Services (A)

Regrets: Mayor Carman Kidd, Councillors Whalen and McArthur

Media: None

Members of the Public Present: None

**3. Approval of Agenda**

**Resolution No. 2016-150**

Moved by: Councillor Foley  
Seconded by: Councillor Laferriere

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

**Carried**

**4. Declaration of Special Council Meeting**

*Resolution No. 2016-151*

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

**Carried**

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

None

**6. Closed Session**

*Resolution No. 2016-152*

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council agrees to convene in Closed Session at 12:19 p.m. to discuss the following matters:

- a) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Chief Building Official

**Carried**

*Resolution No. 2016-153*

Moved by: Councillor Foley

Seconded by: Councillor Hewitt

Be it resolved that Council agrees to rise with report at 12:33 p.m.

**Carried**

- a) **Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Chief Building Official**

Council provided staff with direction in Closed Session.

**7. Adjournment**

*Resolution No. 2016-154*

Moved by: Councillor Hewitt

Seconded by: Councillor Laferriere

Be it resolved that City Council adjourns at 12:34 p.m.

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Deputy Mayor – Doug Jelly

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Clerk – David B. Treen

# Design of Public Spaces



## Introduction

The Design of Public Spaces Standard is part of the Integrated Accessibility Standards Regulation; Regulation adopted under the Accessibility for Ontarians with Disabilities Act (AODA).

Design of Public Spaces Standard was law in Ontario as of January 1, 2013 and the City is obligated to comply by January 1, 2016.

The Design of Public Spaces Standard primarily regulates outdoor spaces, such as pedestrian crossings and trails, but also regulates indoor elements not included in the Building Code such as service counters and fixed queuing guides.





## Scope of Design of Public Spaces Standard

The requirements apply to new construction and the redevelopment of elements in public spaces.

Redevelopment elements include moving a queuing area to a new location within a building, replacing the tables in an outdoor public use eating area, or replacing all equipment in a play space and resurfacing the ground below the equipment.

Redevelopment of elements does not include maintenance.



## Design of Public Spaces Standard Requirements

The guideline for the Design of Public Spaces Standard has 44 sections.

### Some Definitions

**Beach access routes** are routes intended to help people get to a beach area, but do not include the beach area itself.

**Recreational trails** means public trails intended to allow pedestrians to participate in recreation and leisure activities, such as walking through parks, using playgrounds, or enjoying nature.

# Design of Public Spaces



**Redevelopment** means a planned significant alteration to a public space.

## Application of the Standard

Most new or redeveloped projects have some type of procurement component; either an engineering consultant for design or retention of a contractor for construction.

Thus the procurement process should include provisions for adherence to the *Accessibility for Ontarians with Disabilities Act, 2005* to ensure that all requirements are met.



## Recreational Trails

A recreational trail is a public **pedestrian** trail intended for recreational and leisure purposes.

The standard applies to newly constructed or redeveloped trails.

The standard does not apply to certain types of recreational trails, such as wilderness trails, back country trails and portage routes.



## Beach Access Routes

The standard applies to beach access routes that can be either permanent or temporary, but **does not** apply to the beach area itself or beach access routes that are created through repetitive use and without formal authorization.

Requirements apply on a go-forward basis to new construction and redevelopment.

Organizations are not required to retrofit or change existing trails or beach access routes unless they choose to redevelop them.

The remainder of the standard are technical requirements which would be referenced in an RFP or RFQ.



## Notable Technical Requirements

There are two notable requirements that could be incorporated into day to day maintenance; Min. clear width of 1 m and Min. head clearance of 2.1 m;

### Signage

Signage sometimes is replaced without redevelopment and thus some requirements could be considered for signage as well:

- Trail length;
- Surface type on the trail;
- Location of amenities (i.e. rest areas);
- Font and colours.

# Design of Public Spaces



## Boardwalks

Min. width of 1.0 m and 2.1 m in head clearance;

Must not have any openings in the surface that allow the passage of an object that has diameter of more than 20 mm;

Must have edge protection that is at least 50 mm in height;



## Outdoor Public Use Eating Areas

Again requirements apply to newly constructed and redeveloped outdoor eating areas.

Outdoor eating areas consist of tables that are found in public areas, such as parks, hospital grounds and university campuses and are specifically intended for use by the public as a place to consume food.



# Design of Public Spaces



## Outdoor Public Use Eating Areas

Total No. Tables	Min. Accessible Tables
1 – 9	1
10	2
15	3
20	4
25	5
30	6
35	7

**Accessible tables must have enough clearance under the table to allow a person using a mobility device, such as a wheelchair to access the table.**



## Outdoor Play Stations

Again requirements apply to newly constructed and redeveloped outdoor play stations.

Organizations have the flexibility to design play spaces that are creative, fun and challenging for children of all ages and abilities.

### Resources

Annex H of CSAS for Play Spaces and the Ontario Parks Association's PlayAbility Toolkit are useful resources.

### Consultation Requirements

Consult persons with disabilities via public meeting as well as the Accessible Advisory Committee.



## Exterior Paths of Travel

These are basically sidewalks - intended to provide a route from A to B, rather than those intended to provide a recreational experience.

Again requirements apply to newly constructed and redeveloped exterior paths of travel and relates to:

- ✓ Exterior paths and ramps;
- ✓ Stairs;
- ✓ Curb ramps and depressed curbs;
- ✓ Accessible Pedestrian signals; and
- ✓ Rest areas.

## Exterior Paths of Travel

The requirements in this standard are technical and need to be incorporated into any procurement process when being replaced.

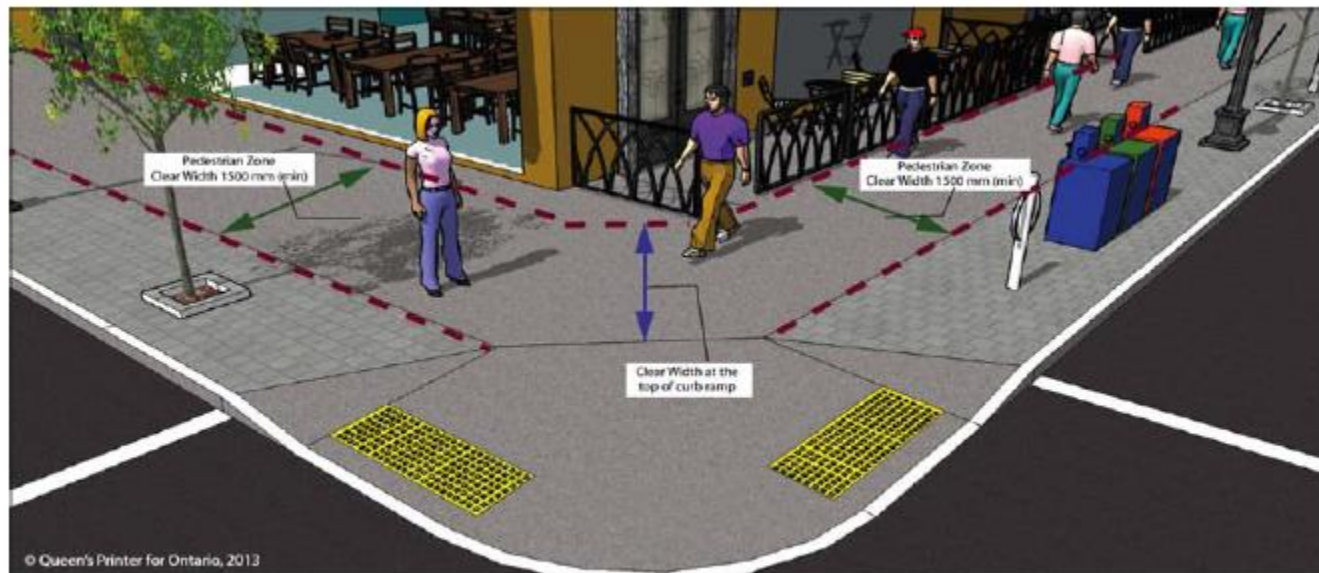


Figure 7 – Clear width on a sidewalk

# Design of Public Spaces



## Exterior Paths of Travel



Figure 8 - Minimum head room clearance

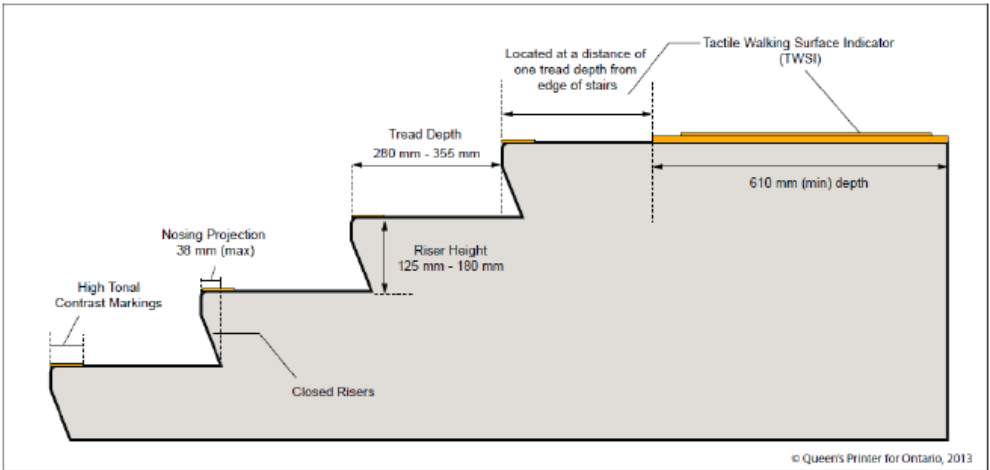


Figure 9 - Stair features

## Exterior Paths of Travel

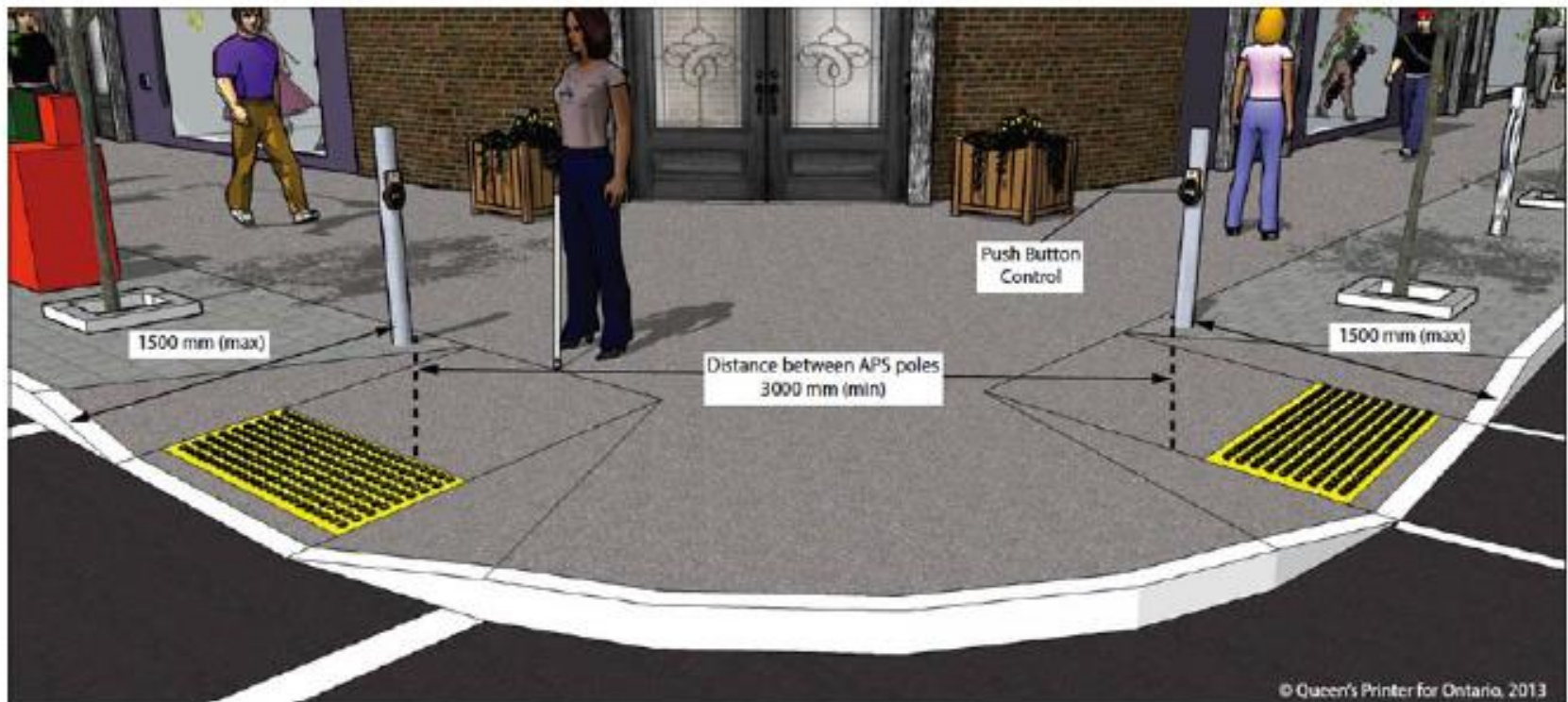


Figure 11 - Accessible pedestrian signals



## Accessible Parking (parking lots)

Requirements apply to visitor/guest spaces only; landlords and employers already have a legal duty to accommodate employees or unit owners/tenants under the Ontario Human Rights Code.

There are two types of off-street Accessible Parking Spaces

Type A: Wider space – min. width of 3.4 m and signage stating “**van accessible**”.

Type B: Standard parking space - min. width of 2.4 m.

## Accessible Parking (parking lots)

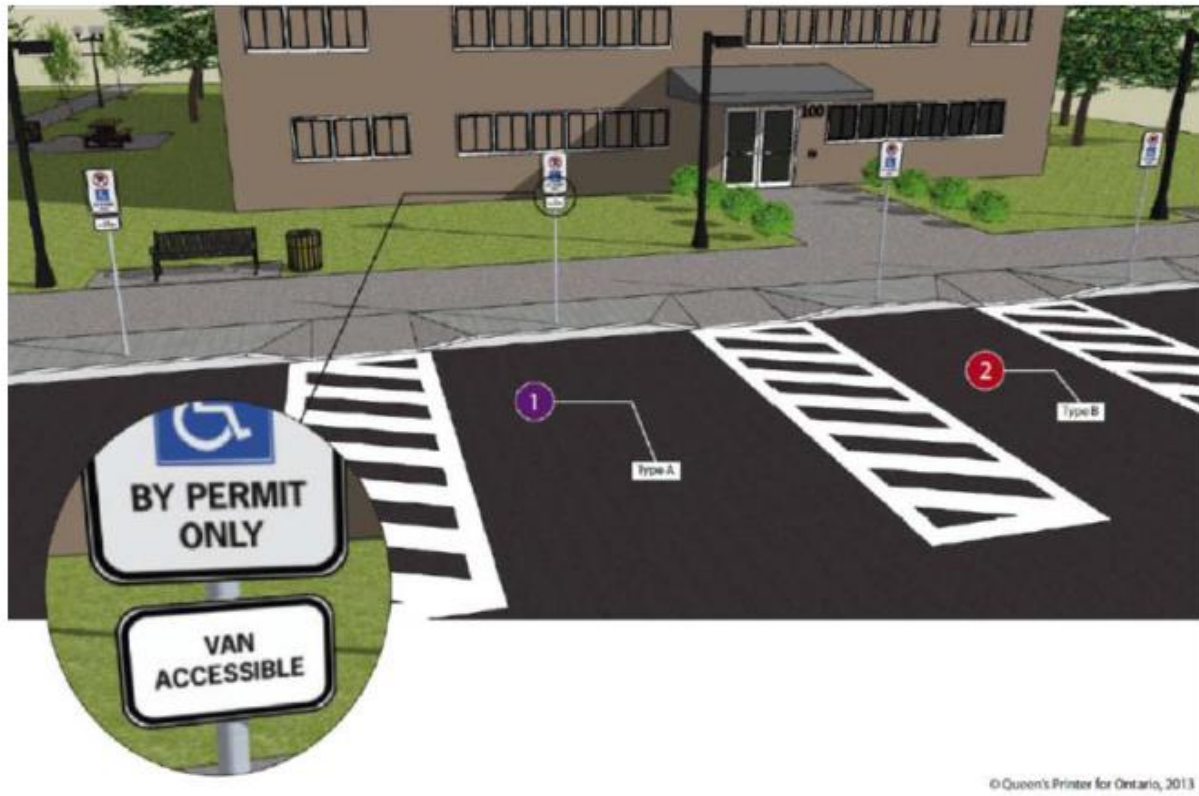


Figure 12 - Type A and B parking spaces and van-accessible signage





## Accessible Parking (parking lots)

The location of these spaces are not prescribe by regulation, organizations will make these decisions with input from professionals, such planners and architects.

Access aisles: may be shared by two parking spaces with the following:

- ✓ 1.5 m minimum width;
- ✓ Extend full length of parking space;
- ✓ Marked with high tonal contrast diagonal lines.



## Accessible Parking (parking lots)

### Min. Number & Type of Accessible Spaces

- 1 Type “A” “**van accessible**” for lot with 12 or fewer spaces;
- Lot with between 13-100 parking spaces, 4% of spaces must be accessible:
  - ✓ If 4% results in even number (4) – then 2 Type A and 2 Type B;
  - ✓ If 4% results in odd number (7) – then 3 Type A and 3 Type B and the seventh can be either A or B.

If a facility has more than one parking lot; calculations cannot be combined. Treat each parking lot independently.

# Design of Public Spaces



## Accessible Parking (parking lots)

Table 68 - Minimum numbers of accessible parking established in regulation

Total number of parking spaces in parking facility for public use	Total number of accessible parking spaces required	Type A spaces	Type B spaces
1-12	1	1	0
13-100	4%	<ul style="list-style-type: none"> <li>• <u>For lots with an even number of accessible parking spaces</u> – provide an equal number of Type A and Type B spaces.</li> <li>• <u>For lots with an odd number of total accessible parking spaces</u> – provide an equal number of Type A and Type B spaces. The additional space may be a Type B space.</li> </ul>	
101-200	3% + 1		
201-1000	2% + 2		
1001 +	1% + 11		



## Accessible Parking (on-street parking)

### On-Street Accessible Parking

Organizations shall consult with public, persons with disabilities and Accessible Advisory Committee on the need, location and design of accessible on-street parking spaces.

Because of the large number of site-specific variables on any given roadway and the need to maintain safety for road-users; specific requirements for accessible on-street parking spaces have not been developed.



## Obtaining Services (interior of facilities)

Requirements apply to all new counters, fixed queuing guides and waiting areas.

### Service Counters

When constructing new Service Counters, including replacing an existing service counter, must be a min. of 1 counter that accommodates a mobility aid and clearly identified with signage.

Height of counter must be such that it is usable by a person seated in a mobility aid; sufficient knee clearance and floor must have sufficient clearance to accommodate the mobility aid.

## Obtaining Services

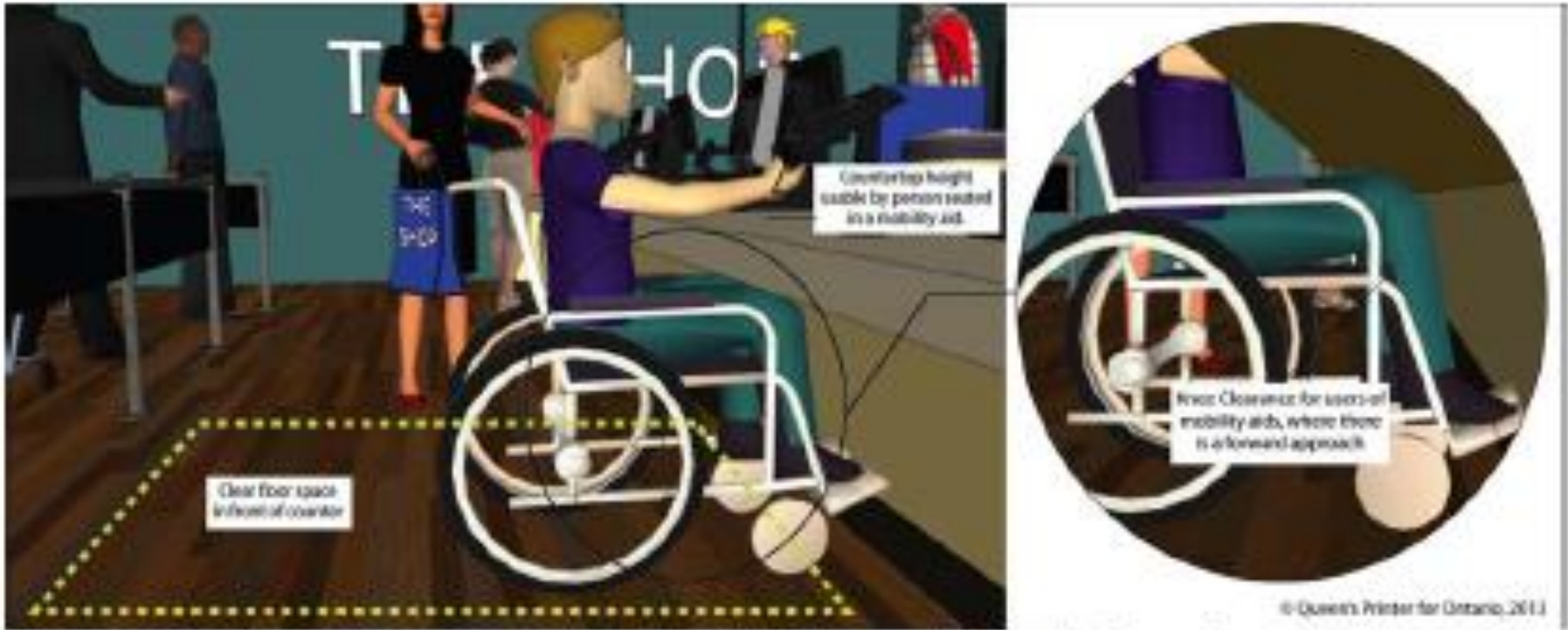


Figure 15 - Knee clearance and clear floor space in front of service counters

# Design of Public Spaces

## Obtaining Services

### Fixed Queuing Guides

Must provide sufficient width, clear floor area to permit turning and cane detectible.



Figure 16 - Accessible fixed queuing guides

## Obtaining Services

### Waiting Areas

3% of seating must be accessible, but no fewer than 1.

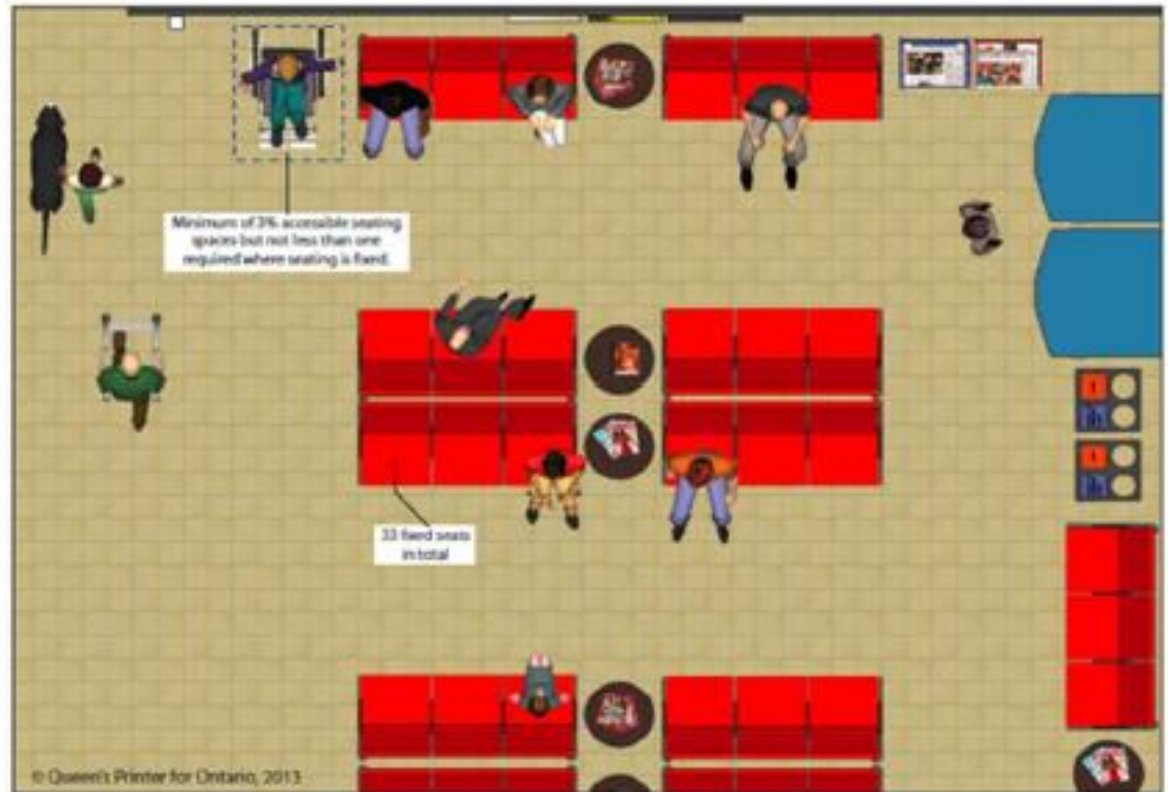


Figure 17 - Accessible waiting area features



# Design of Public Spaces



# Thank You

## **Multi-Minister Delegation**

*February 22, 2016*

*12:30 pm – 1:30 pm*

### **Attendance**

Minister of Northern Development and Mines, Hon. Michael Gravelle  
Minister of Natural Resources and Forestry, Hon. Bill Mauro  
Minister of Agriculture, Food and Rural Affairs, Hon. Jeff Leal  
Minister of Transportation, Hon. Steven Del Duca  
Minister of Health and Long-Term Care, Hon. Dr. Eric Hoskins  
Associate Minister of Health and Long-Term Care, Hon. Dipika Damerla  
Parliamentary Assistant to Minister of Northern Development and Mines, Joe Dickson  
Parliamentary Assistant to Minister of Municipal Affairs and Housing, Lou Rinaldi  
Parliamentary Assistant to Minister of Energy, Bob Delaney  
Parliamentary Assistant to the Minister of Economic Development, Employment and Infrastructure, Marie-France Lalonde

President Spacek presented the FONOM issues paper to Cabinet and each Minister or Parliamentary Assistant had an opportunity to respond to the issue under their portfolio.

### **Healthcare**

#### **Public Health Units**

FONOM raised concerns about a potential shift in public health resources to the larger, more heavily populated urban centres, causing reductions in public health resources for rural and northern areas of the province where there is a demonstrated need. This was in response to a report of a public health funding model for Mandatory Programs. It indicated that approximately 80% of public health units in Ontario are over funded. FONOM also raised the concern of losing municipal representation on local Boards of health as a result of a shift towards skill-based Boards as outlined in Patients First: A Proposal to Strengthen Patient-Centred Health Care in Ontario.

Minister of Health and Long-Term Care, Hon. Dr. Eric Hoskins provided assurance that all funding intended for public health will remain for that purpose. There will be no decrease in funding to public health units and for those that are considered to have been chronically underfunded, they may see an increase in funding. In response to Board governance, Minister Hoskins expressed the importance of having a variety of skills and resources on the Boards and that local knowledge is an important component. FONOM will continue to communicate with the Minister on this issue and monitor any changes to Board structure and composition.

### Non-Urgent Patient Transfers

FONOM discussed a recent proposal brought forward from the NELHIN to non-urgent patient transfers in the Northeast. FONOM requested the Province to amend the Ambulance Act that would allow funding for non-ambulatory services in Northern Ontario as the Province already pays 50% of EMS. FONOM highlighted that this has been studied since 2008 with successful pilot projects in the region now completed for some time.

Minister Hoskins made note of the requested exemption from the Ambulance Act and committed to working to implement a strategy that works across Northeastern Ontario. He recognized that this has been looked at for several years and there is a need for immediate action.

### Ontario Electricity Support Program (OESP)

FONOM expressed its concern with the lack of communication about the potential impacts that the Ontario Electricity Support Program (OESP) will have on Northerners as it is funded through a consumption based charge from all electricity users. That is a fear that it will offset the benefits industries receive from the Northern Industrial Electricity Rate (NIER) program.

Parliamentary Assistant to the Minister of Energy stated that the NIER program provides rebates of 2 cents per kilowatt hour while the OESP will only amount to 1/10<sup>th</sup> of one cent per kilowatt hour and committed to offering that in writing which FONOM will follow up on.

### Northern Industries

FONOM asked the province to take a more coordinated effort to protect and defend industries that operate in and sustain Northern Ontario. FONOM also discussed its new strategy, *Growing Ontario*, to highlight and celebrate the innovation and contribution provided by the forestry and agriculture sectors while at the same time counteracting the negative and inaccurate information that has led to misconceptions of the industries.

Minister Mauro highlighted a number of efforts undertaken by the Ministry of Natural Resources and Forestry to defend the forestry industry in particular and the standards in which they are legislated by. These efforts included meetings with corporations, voicing the sustainability of Ontario's forests, as well as op-eds and Minister Statements. Minister Mauro recognized that they could be more public with their support. Finally, Minister Mauro offered to continue the discussion to see how the province could support the *Growing Ontario* strategy.

### Municipal Property Assessment Corporation (MPAC)

FONOM acknowledged the significant changes occurring at MPAC and the efforts to provide advance disclosure prior to the 2016 cycle to address areas of concern early on. However, FONOM remained concerned about a lack of consultation during the development of the methodologies which are believed to be flawed, particularly for industrial assessments.

Assistant Deputy Minister Allan Doheny committed to discussing the issue with MPAC to address this issue.

### Ring of Fire

FONOM sought communication on the Ring of Fire and stated the desire to see new developments in the near future.

Minister of Northern Development and Mines, Hon. Michael Gravelle indicated that the results of the transportation corridor analysis that was funded in partnership with the federal government will be coming soon as well as other further development announcements.

### Northern Ontario Highways

FONOM addressed the need to develop a long-term strategy to four-lane the TransCanada highway across Ontario as it is the last jurisdiction to do so. FONOM recognized the magnitude of the project and that the province needs a federal partner to engage. FONOM will continue to pursue this issue with both levels of government.

Minister of Transportation, Hon. Steven Del Duca acknowledged the need for the province to engage in discussions with the federal government and highlighted that other provinces have had more federal support at one time or another on this regard.

### Moving Ontario Forward – Outside the GTHA

FONOM encouraged the province to allocate infrastructure funding as committed through *Moving Ontario Forward – Outside the GTHA*.

Parliamentary Assistant to the Minister of Economic Development, Employment and Infrastructure, Marie-France Lalonde stated that announcements to this funding would be made later that day during the Premier's speech. (Increased funding to the Ontario Community Infrastructure Fund and Connecting Links program)

*Crown Land for Agriculture Projects*

FONOM requested that the province implement a pilot project in both the Northeast and Northwest that would allow Crown land to be developed for agriculture purposes.

Minister of Agriculture, Food and Rural Affairs, Hon. Jeff Leal stated that his Ministry recognized the need to grow the agriculture industry in the North and highlighted reasons such as climate change and to address decreasing cow-calf production in the province. The Minister, along with his colleagues were very supportive of expanding agriculture in the North.

**RESOLUTION**

Moved By 

No. CC2016- 100

Seconded By \_\_\_\_\_

Date 2016-03-08

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WHEREAS positron emission tomography (PET) is nuclear medicine diagnostic imaging that provides information on the location and metabolic activity of cancer cells, and which is used to help state and plan cancer treatments, as well as make treatment decisions for advanced heart conditions;

AND WHEREAS the Ontario government has made PET scanning a publicly insured health service available to cancer and cardiac patients under conditions where PET scans have been proven to be clinically effective;

AND WHEREAS there are currently 12 PET centres in Ontario, but no PET scanner is available in Northeastern Ontario, forcing patients to travel to Toronto to have a PET scan;

AND WHEREAS all Ontarians should be provided with equitable access to health care technology;

AND WHEREAS the City of Greater Sudbury is a hub for health care in Northeastern Ontario, having facilities such as Health Sciences North, its Regional Cancer Program and the Northern Ontario School of Medicine;

AND WHEREAS on December 15<sup>th</sup>, 2015, the Honourable Eric Hoskins, Minister of Health and Long-Term Care, together with Glenn Thibeault, MPP for Sudbury, announced that the Ontario government will provide the hospital in Sudbury with up to \$1.6 million in operating funding for a permanent PET scanner once the community and the hospital have raised the necessary capital for a permanent PET scanner;

**R E S O L U T I O N**

**Moved By** \_\_\_\_\_

**No.** CC2016- 100 pg 2

**Seconded By** \_\_\_\_\_

**Date** 2016-03-08

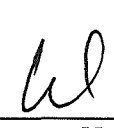
AND WHEREAS it is estimated that the PET scanner will cost approximately \$3.5 million, and to date, the Northern Cancer Foundation Sam Bruno Pet Scan Fund Steering Committee has raised over \$1.2 million;

AND WHEREAS from 2009 to December of 2015, Nickel Belt MPP France Gélinas has presented petitions to the Legislative Assembly of Ontario with a total of 35,000 signatures obtained across Northern Ontario, to have PET scans available through Health Sciences North;

AND WHEREAS at its meeting of the Finance and Administration Committee of February 3<sup>rd</sup>, 2016, the City of Greater Sudbury voted to provide funding of \$100,000 per year for up to 10 years to Health Sciences North towards the purchase of a PET scanner;

NOW THEREFORE BE IT RESOLVED that the City of Greater Sudbury requests that other Northeastern Ontario municipalities consider providing funding towards the capital cost of purchasing a PET scanner to be situated in Sudbury so that patients in Northeastern Ontario can access care closer to home, and that a copy of this resolution be forwarded to the Federation of Northern Ontario Municipalities for distribution to its members for consideration.

*and  
to MPP's France Gélinas, Yvelin Thibeault,  
Minister Hoskins and Premier Wynne.*

**CARRIED**  
2016-03-08  
  
Deputy Mayor **Bigger** Chair  
*Sizer*



March 10, 2016

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

*Re: Parachute Safe Kids Week*

Dear Mayor,

On behalf of Parachute, Canada's leader in injury prevention, I am writing you today to draw your attention to Parachute Safe Kids Week taking place from May 30 – June 5, 2016. Parachute Safe Kids Week is a national awareness campaign, and this year Parachute is marking the 20<sup>th</sup> anniversary by focusing on the top injury issues that affect children, at Home, at Play and on the Road through community-based fun and interactive activities.

Many Canadians are surprised to learn that preventable injuries kill more Canadian children every year than any other disease, and worst of all 1 child dies every 9 hours. While there has been a decreasing trend in death and hospitalizations from preventable injuries, they remain the number one killer of Canadians aged 1 to 44. I think you will agree that now is the time to prevent injuries, and help little kids stay active and have fun.

We need your support to bring awareness to children and families across Canada. You can help by **introducing a proclamation officially recognizing Parachute Safe Kids Week in Temiskaming Shores, and by supporting Parachute Safe Kids Week via social and traditional media.**

We hope you will help raise the awareness of Parachute Safe Kids Week by supporting it with an official proclamation. Please contact Scott Watson, Manager of Government & Stakeholder Relations at 647-962-4979 or [swatson@parachutecanada.org](mailto:swatson@parachutecanada.org) if you have any questions.

Thank you in advance for your dedication to child and youth safety. Parachute stands ready to help the citizens of Temiskaming Shores live long lives to the fullest.

Sincerely,

Louise Logan, BA JD  
President & CEO, Parachute





# TeMAG

Temiskaming Mayors Action Group  
P.O. Box 1757  
Kirkland Lake, ON P2N 3P4  
temag@tkl.ca

March 5, 2016

Moved by: Dan Cleroux

Seconded by: Kerry Stewart

WHEREAS FedNor Funding for the Local Initiative Contribution (LIC) program delivered by Community Futures Development Corporations in Northern Ontario provided small contributions of up to \$5,000 to help launch projects and activities, until funding came to an end on March 31, 2014;

AND WHEREAS these projects and activities were championed by local municipalities, First Nation communities and not-for profit organizations, which promoted economic development in the region;

AND WHEREAS the Temiskaming District's CFDC boards approved over \$1.2 million of LIC funding;

AND WHEREAS this seed money leveraged over \$7 million in projects and activities in the district;

AND WHEREAS the loss of the LIC program funding has made it difficult for community partners to develop economic development-related project and activities important to the economic, social and cultural growth of our communities;

THEREFORE BE IT RESOLVED THAT the 24 member Heads of Council for the Temiskaming Mayors Action Group strongly encourages that consideration be given for the renewal of the LIC program funding;

AND THAT this resolution be sent to TMA; FONOM; MP Nipissing-Timiskaming;

CARRIED

Carman Kidd  
Presiding Co-Chair

Temiskaming Mayors Action Group Co-Chairs

**Tony Antoniazzi**  
tony.antoniazzi@tkl.ca

**Terry Fiset**  
elklake@ntl.sympatico.ca

**Carman Kidd**  
ckidd@temiskamingshores.ca

**Robert Ethier**  
Armstrong / Earlton  
705-563-2375

**Arla West**  
Brethour  
705-647-1712

**Guy Labonte**  
Casey  
705-647-7257

**Kerry Stewart**  
Chamberlain  
705-544-8088

**Merrill Bond**  
Charlton / Dack  
705-544-7525

**Tina Sartoretto**  
Cobalt  
705-679-8877

**Dan Cleroux**  
Coleman  
705-679-8833

**Nina Wallace**  
Englehart  
705-544-2244

**Derek Mundle**  
Evanurel  
705-544-8200

**Bill Johnson**  
Gauthier  
705-568-8951

**Pauline Archambault**  
Harley  
705-647-5439

**Chantal Despres**  
Harris  
705-647-5094

**Morgan Carson**  
Hilliard  
705-563-2593

**Larry Craig**  
Hudson  
705-647-5439

**Terry Fiset**  
Elk Lake / James  
705-678-2237

**Terry Phillips**  
Kerns  
705-647-5439

**Tony Antoniazzi**  
Kirkland Lake  
705-567-9361

**Gary Cunningham**  
Larder Lake  
705-643-2158

**George Lefebvre**  
Latchford  
705-676-2416

**Cheryl Drummond**  
Matachewan  
705-565-2274

**Clermont Lapointe**  
McGarry  
705-634-2145

**Lorie Hunter**  
Temagami  
705-569-3421

**Carman Kidd**  
Temiskaming Shores  
705-672-3363

**Ron Vottero**  
Thornloe  
705-563-2205



March 15, 2016

To: All Ontario Municipalities

**Re: Richmond Hill Town Council – Ontario Municipal Board Reform**

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Richmond Hill Town Council, at its meeting held on February 22, 2016, adopted the following resolution:

“Whereas the Town of Richmond Hill has dedicated a good deal of time, and resources, developing an Official Plan that guides and directs the future development of our community and accurately reflects the expectations of the citizens of Richmond Hill; and

Whereas the Town of Richmond Hill also spends a good deal of resources defending the Official Plan and our Zoning By-laws at the Ontario Municipal Board (OMB); and

Whereas the Town’s Official Plan is ultimately approved by the Ontario Provincial Government; and

Whereas it is within the legislative purview of Municipal Council to rule on Official Plan amendments or Zoning By-law changes that better the community or fit within the vision of the Town of Richmond Hill Official Plan; and

Whereas it is also within the legislative purview of Municipal Council to deny Official Plan amendments or Zoning By-law changes that do not better the community or do not fit within the vision of the Town of Richmond Hill’s Official Plan; and

Whereas land use planning decisions may be appealed to the OMB, an unelected, appointed body that is not accountable to the residents of Richmond Hill;

Now therefore be it resolved that Richmond Hill Town Council requests the Government of Ontario thoroughly review the land use appeals process and develop a process for such appeals that recognizes and supports the rights of municipalities to make decisions that adhere to Municipally approved Official Plans, local community needs and aspirations, reflected in those plans; and

*(continued)*



Be it further resolved that the regulated timelines before an appeal is possible based on a "failure to make a decision" by the municipality be significantly extended thus ensuring that:

1. Adequate time be given for proper and meaningful negotiations between the Municipality and Applicant with the goal of resolving planning disagreements
2. Applicants are prevented from appealing to the OMB before a thorough negotiation process has been exercised to come to a successful outcome

Be it further resolved that a copy of this Motion be sent to the Honourable Kathleen Wynne, Premier of Ontario; the Honourable Ted McMeekin, Minister of Municipal Affairs and Housing; the Honourable Patrick Brown, Leader of the Progressive Conservative Party; the Honourable Andrea Horwath, Leader of the New Democratic Party; all MPPs in the Province of Ontario; the Regional Municipality of York and all York Region Municipalities; and

Be it further resolved that a copy of this Motion be sent to the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for their consideration."

In accordance with Council's directive, the foregoing Council resolution in this regard has been forwarded to your attention.

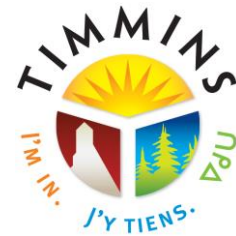
If you have any questions, please contact the Office of the Clerk at 905-771-8800.

Sincerely,



Gloria Collier  
Acting Town Clerk

Copy: The Honourable Kathleen Wynne, Premier of Ontario  
The Honourable Ted McMeekin, Minister of Municipal Affairs and Housing  
Mr. Patrick Brown, Leader of the Progressive Conservative Party  
Ms. Andrea Horwath, Leader of the New Democratic Party  
Association of Municipalities of Ontario (AMO)  
All Members of Provincial Parliament in Ontario



## MEDIA RELEASE

Date: March 23, 2016  
For Immediate Release

### **While 11 firms win IESO renewables RFP, North Eastern Ontario loses** *IESO ignores existing biomass power generating facilities in latest renewable procurement, while forcing these same plants to close*

**Timmins, ON** – As the IESO announced 11 “winners” in its Large Renewable Procurement Process (LRP 1), it shut out the opportunity from existing renewable power generation plants, like Cochrane Power’s now-closed 12 MW biomass power facility.

“The procurement process specifically declared that existing plants could not bid on LRP 1, even if that plant did not have a current operating agreement,” said Mike Doody, Chair, North Eastern Ontario Municipal Association (NEOMA). “And, now we see that IESO was unable to procure any of its allocated 50MW of bio energy, all the while, telling our member municipality, Cochrane, and all of the members of the NEOMA that if we had any enquiries about the process, we should send them to [engagement@ieso.ca](mailto:engagement@ieso.ca). This is not what we would call quality community engagement. In fact, there is no record of any IESO employee or board member ever engaging with any municipal stakeholder in our area concerning the LRP 1 process.”

“We at NEOMA represent 15 municipalities in North Eastern Ontario,” continued Doody. “What we are witnessing, some 1000 km up Highway 11, is that many Toronto-based bureaucrats seem to be able to only look as far as their desks. “

At the same time that IESO was managing this RFP and prior the submission deadline, community representatives from Cochrane *were* meeting with the leadership of IESO’s Clean Energy Procurement department. The purpose of that discussion was the critical need for Cochrane Power’s biomass operations in the region. And, while these discussions were under the purview of the IESO’s development of a strategy for Non-Utility-Generators (NUGs), it is disappointing that IESO could not connect-the-dots between LRP 1 and Cochrane Power. If it had, the leadership of Ontario’s energy system could have demonstrated their abilities as problem-solvers rather than their preferred, obviously more comfortable role, as process-managers.

Had it done so, Ontario would have gained several benefits: (1) At least 12 MW off carbon-offsetting biomass would be generating power, immediately; (2) North Eastern Ontario’s lumber sector would have received millions of dollars a year in revenue by supplying Cochrane Power with lumber waste; (3) A municipal landfill with the 30-year projected lifespan now looks to be completely full in less than two years; (4) What has once been revenue for the lumber sector has now become a cost, further slimming the already tiny profit margins of one of Ontario’s most important sources of income; and, (5) Dozens of workers are leaving a town of 5,000 people, a town now

reeling from not only the loss of income (\$500,000 dollars in year in water fees, alone), but also the emissions-free heat that Cochrane Power provided the community pool, fitness centre, and ice rink. Instead, the Tim Horton Event Centre has had to rely on diesel generation for additional heating.

As the unidentified spokeswoman for the IESO stated in the Globe and Mail article, “there were fewer proposals for bioenergy”. Of course there were. The RFP process was rigged to attract only new, capital intensive facilities. For whatever reason, the IESO chose to specifically ignore existing facilities that had already covered all their capital costs, had all local and environment permits, a willing host, and a proven operator.

“While energy planners are so blinded by their own processes, they see nothing but their desire for shiny new power projects,” said Doody. “These, they declare are ‘the winners.’ The losers, however, are the people of Ontario – taxpayers and ratepayers – both. Here, in North Eastern Ontario, we have a 12 MW biomass power plant, ready to go; a forest and agriculture industry ready to fuel it; a Government of Ontario that says it is dedicated to addressing climate change; and an electricity system operator who wants to pay the lowest cost possible for power. Here in North Eastern Ontario, we have the solution. Yet, we are being ignored.”

*Mike Doody is a municipal councilor in Timmins, Ontario and the Chair of the North Eastern Ontario Municipal Association, which includes: Black River Matheson, Cochrane, Fauquier-Strickland, Hearst, Iroquois Falls, Kapuskasing, Kirkland Lake, Mattice Val Cote, Moonbeam, Moosonee, Opasatika, Smooth Rock Falls, Temiskaming Shores, Timmins, and Val Rita Harty.*

-30-

**For more information:**

**Counc. Michael Doody, President**

**Tel: 705-363-7634**

**Email: [Michael.doody@timmins.ca](mailto:Michael.doody@timmins.ca)**

# FONOM

The Federation of Northern Ontario Municipalities

For immediate release:

## **FONOM Pleased With Infrastructure Commitments Announced in the 2016 Federal Budget**

**March 24, 2016 - Kapuskasing, ON** - The Federation of Northern Ontario Municipalities (FONOM) was pleased with several commitments in the 2016 federal budget which was announced by the Minister of Finance, Bill Morneau on March 22<sup>nd</sup> in the House of Commons.

The \$120 billion over ten years committed to infrastructure such a public transit, social infrastructure and green infrastructure will consist of two phases. The first phase will immediately invest in urgent repairs and rehabilitation of public transit, water and wastewater systems, affordable housing and protecting infrastructure from the effects of climate change. The second phase will be a long-term plan that will be more broad in nature and focused on building a cleaner economy and integrated transportation networks.

“We have been calling on all levels of government to commit to addressing the infrastructure deficit across the country. The significant commitments that were made to both maintain and rehabilitate existing infrastructure as well as develop a long-term plan to build new infrastructure was welcomed by municipalities,” says Mayor Alan Spacek of Kapuskasing and President of FONOM.

The federal government also made commitments to supporting our First Nations neighbours, students, seniors, as well as addressing rail safety and climate change. Budget 2016 also proposed to extend Employment Insurance regular benefits to regions that have faced economic challenges, particularly resource based economies, which included Northern Ontario.

We look forward to the federal government fulfilling their commitments announced in Budget 2016.

-30-

For More Information:

Mayor Alan Spacek  
President of FONOM  
705 335 0001



March 29, 2016

The City of Temiskaming Shores  
Attention: Mayor and Council

Dear Mayor and Councillors,

On behalf of the Timiskaming Tumblers Gymnastics Club, I am writing to request the City of Temiskaming Shores sponsor our application to the Frog's Breath Foundation. Our club is applying to the Frog's Breath Foundation for the amount of \$40,660 to be able to purchase two trampolines, a spring floor and other pieces of equipment.

The City of Temiskaming Shores granted our request to sponsor our application in March 2014, and we hope you will grant this request as well.

If you need any further information, please do not hesitate to contact me at [taranorris@gmail.com](mailto:taranorris@gmail.com) or on my cell phone at 705-622-3944.

Sincerely,

Tara Norris  
Secretary,  
Timiskaming Tumblers Gymnastics Club

**City of Temiskaming Shores**

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

Attention: Tammy Caldwell, Director of Recreation

**Re: Sponsorship – Frog’s Breath Application**

Dear Tammy:

As per our conversation last week I am requesting that the City sponsor our Get Active in Temiskaming application for funding to the Frog's Breath Foundation. We are 100% volunteer based and operate as a not for profit, but we do not have a charitable status number. It is our hope that the City will sponsor our request and act as a flow through for the funds if we get Council's approval and are awarded the funding.

We have decided to try to take our events to the next level and have identified approximately \$35,000 worth of items that would enhance our events.

**We are requesting \$25000 in the Frog's Breath application** for the purpose of purchasing equipment that would help improve safety and enhance the Get Active in Temiskaming experience for both participants and volunteers. The funds would be used to allow us to better serve larger numbers of participants, to increase participant engagement, to help the organizers and volunteers be more efficient, and to increase the profile and legitimacy of our organization to the Ontario running community.

Items we are looking to purchase:

- AED fully automatic defibrillator
- Enclosed Trailer
- Decals for trailer
- Chip Timing System
- Race Clock
- Promotional - Event Tents, Advertising Flags, Table Covers, and Signs
- Generator

A few other items you may want to discuss with Council to support our sponsorship:

- We offer low cost family friendly events.
- We showcase five different locations in our region
- In six years we have raised over \$35,000 for other local organizations that promote healthy active living, and have received 3,598 registration forms.

Thanks.

Tony Juurlink



RECEIVED

MAR 21 2016

**THE CHURCH OF ST. PAUL AND ST. JOHN**  
**ANGLICAN CHURCH OF CANADA**

Corner of Rorke and Browning  
P.O. Box 550, Haileybury, ON P0J 1K0

March 16, 2016

Mayor and Council  
City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, ON  
P0J 1K0

Dear Mayor and Council,

As the Rector's Warden, I have been asked to reply to the letter received by the church from David B. Treen, Clerk. A copy of that letter is enclosed for your assistance.

Please note that the proper name of the church is The Church of St. Paul and St. John. St. Andrews was a United Church and that building remains on the corner of Browning and Georgina, although it has not operated as a church for a number of years now.

May I point out that this church has been on this site almost as long as Haileybury has been in existence and parking (whether horse and buggy or vehicles) has been allowed around the church and on the street since before cars became popular in this city.

If there have been any complaints prior to this year, I am not aware of them. The members of our congregation have always been careful to make sure that we do not block our neighbour's driveways and prior to this year, careful not to block part of the road when we park.

This year has been an exception because, for a reason or reasons unknown to us, the City of Temiskaming Shores seems to have abdicated its responsibility to properly plow the street. The snow collecting along the sides of the road has neither been adequately plowed back nor removed, all winter. This has caused the street to be narrowed to almost one lane of traffic, with the exception of the area right in front of the church as we have arranged for that area to be cleared by a private plowing company. I must admit I am confused and surprised by the City's decision, as this is a bus route. It also means that emergency vehicles could have difficulty getting through, not because we are parking improperly or illegally, but because the snow has not been properly removed.

In addition, we have a number of seniors in our congregation (the members being for the most part taxpaying citizens of Temiskaming Shores) who are also finding it difficult to navigate the street from their vehicle to the church due to the icy and snowy condition of the road, created by the lack of adequate snow removal. This is worrisome as we have been concerned about the possibility of injury due to falls, which as you know can cause a major health concern for seniors. Thankfully we are not aware of anyone incurring that type of injury.

.../2

Parking our vehicles elsewhere is really not a viable option. As pointed out above, we have many seniors who simply cannot park a long distance from the church. In addition, the surrounding streets, except for Rorke Ave., suffered the same lack of snow removal this year and for us to park on other streets, would simply cause the same problem in a different area.

While this issue will vanish now because the snow has largely melted away with the recent rain and warmer weather, it will raise its head again with the snowfall commencing next November.

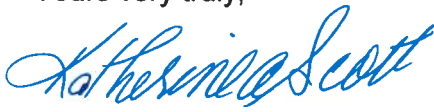
I have been informed that this same letter was sent to other churches across the City. I must admit, I did wonder if other groups were targeted as well or if that honour was reserved for Christian churches only?

On behalf of the congregation of the church of St. Paul and St. John, I am respectfully requesting that the City of Temiskaming Shores ensure that the snow is adequately removed from the block of Browning Street that the church is located on (as it has in the past), so that the street continues to be two lanes with parking available, as it has been for the entire history of Haileybury.

Thank you for your time in considering this request, it is greatly appreciated.

If you have any questions or require further information, please do not hesitate to contact the undersigned.

Yours very truly,



Katherine Scott,  
Rector's Warden  
cc David B. Treen

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



Tel: (705) 672-3363  
Fax: (705) 672-2911  
www.temiskamingshores.ca

March 8, 2016

St. Paul's – St. Andrew's Church  
P.O. Box 550  
Haileybury, Ontario  
P0J 1K0

Attention: To whom it concerns

**Re: Parking Restrictions**

The City has been receiving comments with respect to on street parking during church services. General comments indicate difficulty accessing or departing from driveways and a reduction down to one lane for travelling due to parked vehicles on both sides of the street.

It is respectfully requested that you inform your congregation through the reading or posting of this letter in a prominent location.

In accordance with By-law No. 2012-101, as amended it is an offence to park on a street in violation to any posted parking restrictions. In addition to posted signage the following violation may also result in the issuance of a parking ticket:

- stop, stand or park a vehicle that obstructs access to or egress from a driveway;
- stop, stand or park a vehicle within nine (9) metres of an intersection;
- stop, stand or park a vehicle on any street in a manner which obstructs or interferes with traffic.

The concerns of our residents in and around your facility are important to us and equally or more important is the ability for emergency apparatus, especially larger units such as fire trucks, to be able to travel along these streets in the unfortunate event of an emergency.

I trust you understand the City's position in this regard and notice is hereby given that enforcement staff have been instructed to monitor and if necessary issue parking tickets with the objective of achieving compliance. If you require further information do not hesitate to contact the undersigned.

Yours truly,

A handwritten signature in black ink, appearing to read "David B. Treen".

David B. Treen  
Clerk

c.c. By-law Enforcement staff

Haileybury & District Baptist Church  
495 Rorke Ave. P.O. Box 934  
Haileybury, ON P0J 1K0  
March 11<sup>th</sup>. 2016

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

Attention: To whom it may concern

This letter is to acknowledge receipt of letter from the City of Temiskaming Shore re: Parking Restrictions. Apparently, there have been complaints of vehicles parking on the street during church services, impeding the flow of traffic on the street. There may have been an occasion such as a funeral when vehicles may have parked in such a manner that interfered with traffic. The neighbour church has no parking, so its congregants must park on the street. This may be a cause for concern.

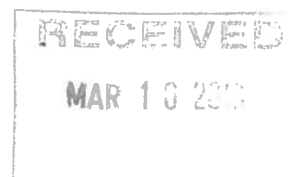
We will endeavour to insure that our congregants do not impede street traffic in any way.

We thank you for bringing this matter to our attention and will endeavour to adhere to the parking regulations.

Yours truly,

*E. Baker*

E. Baker – Clerk.



RECEIVED  
MAR 16 2016

Raymond Renaud  
567 Browning St  
Hillsbury, Ont.  
P05 1K0  
March 15/2016

To the Town of Temiskaming

This is a complaint to the letter of complaint sent to our priest and read to us at the Mother of Perpetual Church in New Liskard.

This complaint is regarding the churchgoer parking on the street, making on waste streets, blocking private driveway. And so on...

Let me remind we are worshipers to give our GOD, thanks for the beautiful earth he has given us and country.

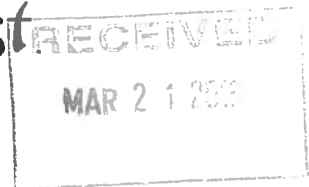
The wrong thing to do is the Town (Temiskaming shore) to charge parking ticket to the people going to church, who are also taxpayers who are doing it right.

The right thing for the Town (Temiskaming shore) to do is to remove the snow with your loader and trucks in the church parking lot, so we have access to the parking lot. You do it behind business parking lots.

If you worry about the cost, put it on GOD's Tab, he then will write your good deeds in his book of life.

Concern citizen Raymond Renaud

# Community of Christ



**Clair F. Shepherdson**

P.O. Box 525, New Liskeard, Ontario. P0J 1P0  
Tel: 705 647 7200 Fax: 705 647 7052

March 17, 2015

To Mayor and Council  
City of Temiskaming Shores  
325 Farr Drive  
Haileybury ON POJ IKO

RE: Parking Restrictions

We have received your letter dated March 8, 2016 regarding the parking restrictions along Niven Street, New Liskeard, where the Community of Christ church is located. We have been at this location for 103 years and to my knowledge have not received a single complain from our neighbours. We are very conscious of our neighbours driveways and remind our members to respect them and to be courteous at all times. We do have community activities taking place for at least two hours at a time on six days each week. The 90 minute times posted puts everyone who parks at risk of a ticket unless some consideration is given under the circumstances.

However, there are times when there have been funerals, weddings, suppers, concerts or recitals where the public attend and they are not always as considerate as we would like. We realize that the parking along the street is limited and at times on one side only and try to respect that regulation. The heavy snow conditions in the winter creates its own hazards all over town and we know the city can only remove it as quickly as possible. Generally the city does an excellent job in the snow removal department. Some consideration might be given to clearing the streets where there are public buildings, including the churches and schools, some priority before the residential streets are cleared.

We understand that there must be some parking restrictions and that these be monitored and enforced but at the same time should not be so stringent that it becomes a hardship on dozens of citizens, many of whom are seniors, every week. We are not asking for any favors or exemptions from the rules but only some consideration and leniency based on the circumstances or activities taking place at the church building. Other than the Sunday services, most of the activities at the facility are from community non-denominational groups. Our mission is to be a community within the community.

As Mayor and Council, we trust that this request will be considered and that we be informed of your decision before our members or the public start getting parking tickets for some minor violation of the regulations. Your consideration is appreciated.

Yours sincerely

Community of Christ  
Clair F. Shepherdson, Secretary/Treasurer

c.c. Kent Fielder, Pastor

March 26, 2016

Dear Community Stakeholder,

We are interested in your thoughts and engagement with an exciting new project within the District of Timiskaming. If your organization seeks to serve clients, our neighbours and partners in innovative and responsive ways, then please read on and reply by sharing your opinions, aspirations and vision with us.

Several members of the Timiskaming Best Start Network met on January 13<sup>th</sup> to share their thoughts in regards to Community Hubs. During this meeting, the participants asserted that the successful development of a Community Hub relies on **multisectoral collaborations** between agencies and local champions who share in the vision of creating a dynamic centre that promotes a strong sense of public engagement. This model should also provide accessible services and programs that generate **social and economic opportunities** for our community. With this in mind, the current members of the Timiskaming Hub Working Group invite you to join us and enrich this initiative.

By fostering a collaborative approach, the Timiskaming Hub Working Group has mandated itself to compile resources currently available in terms of hub development such as: Karen Pitre's *Community Hubs in Ontario: A Strategic Framework and Action Plan* (a document that spans various ministries and which provides recommendations in regards to the implementation of varying hub concepts - focusing on the health and well-being of all Ontarians), *MCYS Planning Integration Continuum as well as the Francophone and Indigenous Cultural and Linguistic Competency Frameworks*. These documents will help guide the development of a model and strategy for a community hub that would:

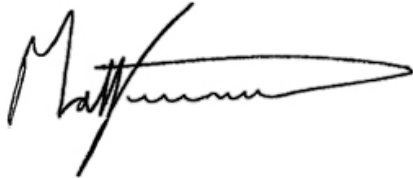
- Promote a vibrant and welcoming community
- Meets the needs of community residents, regardless of age, cultural practices and background.
- Encourage community partnerships
- Offer programs and services that are reliable, sustainable and easily accessible

The participation we request is twofold. Firstly, we would like to hear back on the best ways to outreach with community members in the development of a Needs Assessment. If your organization has previous experience and can share best practice in terms of medium, messaging and methods, please advise. Based on the Needs Assessment, the next step would be to further establish a group committed to realizing the outcomes identified through the creation of a Community Hub. We foresee that there will be a core group that comes together in championing the initiative, while others will stay connected as a regular body of "stakeholder consultants".

May we further elaborate by encouraging a fresh outlook on who should be involved in the project. The focus isn't wholly specific to those who provide Children's Services. It must be reiterated that service clubs, the business community and local stakeholders of all domains should consider the opportunities that this initiative may present in terms of creating a safe, comfortable, accessible and convenient venue

that meets the needs of local people. We look forward to your responses and any ideas you may wish to contribute to this exciting initiative in Timiskaming as we move ahead in establishing a vision of what our Community Hub can be. From now until April 15 2016, please do not hesitate to contact Dani Grenier-Ducharme, Children's Service Manager for the District of Timiskaming Social Services Administration Board if you have any questions, would like to share your thoughts or the completed attached document.

Sincerely,



Matt Turner  
Chair  
Timiskaming Best Start Network



## My Organization and its Community Outreach Activities

Please take the time to go through this reflection sheet, and to consider your responses. We would like to learn about the best ways your organization has outreached to the community in terms of medium, messaging and methods.

### The mission of my organization

### Current outreach activities of my organization

1.

2.

3.

### Future outreach activities of my organization

1.

2.

3.

### Challenges and barriers to community outreach

### Opportunities for increased community outreach

### Ways in which this project will affect your organization and the community

### Ways in which your organization is able to support this project

*\* Adapted in part from Engaging your Community – A Toolkit for Partnership, Collaboration, and Action*



**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES  
SOUTH TEMISKAMING CULTURAL SUSTAINABILITY PROJECT COMMITTEE MEETING**

Thursday, February 11<sup>th</sup>, 2016 – 9:30 A.M.

New Liskeard Boardroom – City Hall

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**MINUTES**

**1. CALL TO ORDER**

- Meeting called to order at 9:33 A.M.

**2. ROLL CALL**

MEMBERS:

Réjeanne Massie - Chairperson     Anne-Denise Mejaki – Vice-Chairperson

Mike McArthur (Councillor)     Rebecca Desmarais

Lynne Cormier

SUPPORT STAFF:

Courtney Tresidder, Cultural Coordinator

James Franks, Economic Development Officer

- Guests: Chris Oslund, City Manager; Felicity Buckell, MDB Insight Sub-consultant.

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

- None.

**4. APPROVAL OF AGENDA**

Moved by: Rebecca Desmarais

Seconded by: Mike McArthur

Be it resolved that:

- The agenda for the February 11<sup>th</sup>, 2016 South Temiskaming Cultural Sustainability Project Committee (STCSP) meeting be approved as printed.

CARRIED

## **5. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

- None.

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

### **6.1**

Moved by: Mike McArthur

Seconded by: Rebecca Desmarais

- It was suggested that the anglophone population be acknowledged in the STCSP Terms of Reference. The phrase 'anglophone community' has been added to section 4.2 (Committee Structure) of the STCSP Terms of Reference.

Be it resolved that:

- The Minutes for the December 10<sup>th</sup>, 2015 South Temiskaming Cultural Sustainability Project Committee meeting be approved as amended.

CARRIED

## **7. Follow-up business**

### **7.1 Indigenous representation on the STCSP committee**

Moved by: Rebecca Desmarais

Seconded by: Mike McArthur

Whereas the importance of having indigenous representation within the STCSP committee has previously been highlighted by the community.

Now therefore be it resolved that the STCSP committee recognizes Lynne Cormier, Service Connector at Temiskaming Native Women's Support Group as the new indigenous representative on the STCSP committee.

CARRIED

## **8. New business**

### **8.1 MDB Insight Community Forum (March 1<sup>st</sup>)**

- MDB Insight will be in the community on March 1<sup>st</sup> to facilitate a community forum and to deliver a presentation to City Council on the subject of the South Temiskaming Cultural Sustainability Plan. It was suggested that for future meetings, the Cultural Coordinator should firstly send a poll to the STCSP committee before inviting the general public to assure their attendance.

## 8.2 Social Media Hardware Requests

Moved by: Lynne Cormier

Seconded by: Mike McArthur

Whereas the Municipal Cultural Plan recommends making strategic use of new media and social media and train groups to use social media, and

Whereas the South Temiskaming Cultural Sustainability Project has funding for social media hardware, such as iPads and/or laptops, for the development of social media platforms, and

Whereas the committee has purchased and received 10 iPads at a price of \$539.02 per unit and 10 laptops at a price of \$499.90 per unit from Staples, and

Whereas the Cultural Coordinator released a request form (second round, January/February 2016) for those who were interested in applying to receive Social Media Hardware, and the following groups have submitted applications:

- The Match Factory (iPad)
- Temagami Canoe Festival (iPad)
- Collège Boréal (iPad)
- South Temiskaming Arts Council (laptop or iPad)
- Haunted Hustle (laptop)
- Hilliardton Marsh (laptop)
- Haileybury Golf Club (laptop)
- The Bunker Military Museum (laptop)
- Smallpond Entertainers, Inc. (laptop)
- Temiskaming Festival of Music (laptop)

Now therefore be it resolved that the STCSP committee accepts to issue iPads/laptops for the following groups:

- **Temagami Canoe Festival (iPad)**
- **Temiskaming Festival of Music (laptop)**
- **Hilliardton Marsh (laptop)**
- **South Temiskaming Arts Council (laptop)\***

\*With the remaining dollars left in the budget for Social Media Hardware, an additional laptop will be purchased.

CARRIED

## 9. Reports by committee members

- Cultural Roundtable (Courtney Tresidder)  
A Cultural Roundtable event was held on January 19, 2016. Approximately 30 people were in attendance. Inga Petri, strategic marketing consultant was the facilitator. The event was very well received and a follow-up meeting was scheduled in order to discuss the potential for the creation of an arts council in South Temiskaming. 20 people attended the follow-up meeting.

- **Social Media/iMovie training (Courtney Tresidder)**  
The Cultural Coordinator coordinated and facilitated iMovie introduction training to individuals belonging to the cultural community the week of January 25<sup>th</sup>, 2016. Six individuals attended the training sessions and three separate videos were produced.
- **Accessioning training (Courtney Tresidder)**  
The Cultural Coordinator coordinated accessioning training, available to all area museums, at the Haileybury Heritage Museum on January 27<sup>th</sup> and 28<sup>th</sup>, 2016. Five people attended the training sessions. Kelly Gallagher, Municipal Curator for the Town of Kirkland Lake, was the facilitator.
- **Cultural video by Good Gauley Productions (Courtney Tresidder)**  
As previously approved, the cultural video for South Temiskaming is currently in development by Good Gauley Productions. The vision is to create a video with a hyperlapse effect, highlighting key landmarks and cultural spaces in South Temiskaming.
- **Creation of an arts/culture council (Courtney Tresidder; Felicity Buckell)**  
A South Temiskaming Arts Council meeting will be held February 16<sup>th</sup> at Classic Theatre Cobalt in order to elect a Board of Directors. This is a new community-driven initiative.

## **10. SCHEDULING OF MEETINGS**

- The STCSP committee will meet on the following dates:
  1. March 10<sup>th</sup>, 2016 at 9:30 AM  
\* End of STCSP: March 31, 2016
  2. April 14<sup>th</sup>, 2016 at 9:30 AM
  3. May 12<sup>th</sup>, 2016 at 9:30 AM

## **11. ITEMS FOR FUTURE MEETINGS**

- STCSP Budget Update – meeting of March 10<sup>th</sup>, 2016

## **12. OUTSTANDING ITEMS**

- Cultural passport (Lake Temiskaming Tour Guide)

## **13. ADJOURNMENT**

Moved by: Mike McArthur

Be it resolved that:

- STCSP adjourns at 10:41 A.M

**CARRIED**



## TEMISKAMING SHORES POLICE SERVICES BOARD

MONDAY, JANUARY 18, 2016 AT 1:00 P.M.

CITY HALL COUNCIL CHAMBERS – 325 FARR DRIVE

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### MINUTES

1. **CALL TO ORDER**

The meeting was called to order by Board Chair Doug Jelly at 1:10 p.m.

2. **ROLL CALL**

PRESENT: Board Chair Doug Jelly  
Board Members Gail Moore, Ruth Shepherdson and Danny Whalen

ALSO

PRESENT: Christopher W. Oslund, Board Secretary  
Inspector Brent Cecchini, O.P.P. – Detachment Commander

REGRETS: Board Member Brian Thornton

MEMBERS OF THE PUBLIC PRESENT: None

3. **ADDENDUM/ANNOUNCEMENTS**

None

4. **APPROVAL OF AGENDA**

Resolution No. 2016-01

Moved by: Ruth Shepherdson

Seconded by: Gail Moore

Be it resolved that the Temiskaming Shores Police Services Board approves the agenda as printed.

CARRIED

**5. PRESENTATIONS/DELEGATIONS**

None

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

None

**7. APPROVAL OF MINUTES**

*Resolution No. 2016-02*

Moved by: Danny Whalen

Seconded by: Gail Moore

Be it resolved that the Minutes of the Temiskaming Shores Police Services Board meeting held on December 7, 2015 be approved as printed.

CARRIED

**8. CORRESPONDENCE**

a) CERB 911 Report – November 2015

Reference: Received for information.

b) Gerry Chaput, Ministry of Transportation

Re: Highway Traffic Act Amendments – Pedestrian Safety

Reference: Received for information.

c) Stephen Beckett, Assistant Deputy Minister – Ministry of Community Safety and Correctional Services

Re: Out of Province Provincial Offences Act Charges

Reference: Received for information.

*Resolution No. 2016-03*

Moved by: Gail Moore

Seconded by: Ruth Shepherdson

Be it resolved that the Police Services Board agrees to deal with Communication items 8 a) to 8 c) according to the agenda references.

CARRIED

**9. OPP BUSINESS**

a) **OPP Report – November/December 2015**

Resolution No. 2016-04

Moved by: Danny Whalen

Seconded by: Gail Moore

Be it resolved that the Temiskaming Shores Police Services Board acknowledges receipt of the November/December 2015 Ontario Provincial Police - Temiskaming Detachment Reports.

CARRIED

**10. NEW BUSINESS**

a) **OAPSB Report – Doug Jelly**

The Board Chair reviewed the OAPSB's position paper on the Police Services Act Review, specifically the proposed Board Governance changes. Concerns were expressed about the creation of "mega boards" encompassing both Section 10 and Section 5.1 police services (i.e. one board for the Temiskaming Detachment).

A presentation on the Police Services Act Review is scheduled for the next OAPSB Zone meeting in April.

b) **OAPSB Spring Conference – May 11-14, 2016 in Niagara Falls**

Resolution No. 2016-05

Moved by: Ruth Shepherdson

Seconded by: Gail Moore

Be it resolved that the Temiskaming Shores Police Services Board approves the attendance of Board Chair Doug Jelly and Board Member Brian Thornton to the Ontario Association of Police Services Boards (OAPSB) Annual General Meeting and Spring Conference to be held in Niagara Falls, Ontario on May 11-14, 2016; and

Further that the expenses for attending the said meeting be paid in accordance with the Board's Expense Policy.

CARRIED



c) **Snowmobiles using the sidewalks on the Wabi Bridge**

Discussion was held related to concerns received from the Public of snowmobiles using the sidewalks on the Wabi Bridge.

Inspector Cecchini advised that they would undertake an education blitz and monitor the situation.

d) **Draft Business Licencing By-law – Review of “Pawnbroker” & “Precious Metal Purchasers” sections**

The Board reviewed the Draft Business Licencing By-law, specifically the sections relating to Pawnbrokers and Precious Metal Purchasers.

e) **By-law 2015-232 – Adoption of Amended Off-Road Vehicles By-law**

The above-noted by-law was received by the Board for information purposes.

11. **BY-LAWS**

None

12. **CLOSED SESSION**

None

13. **SCHEDULE OF MEETINGS**

a) Regular Police Services Board meeting – March 21, 2016 at 1:00 p.m. – Council Chambers, City Hall – 325 Farr Drive

14. **ADJOURNMENT**

*Resolution No. 2016-06*

Moved by: Danny Whalen

Seconded by: Gail Moore

Be it resolved that the regular meeting of the Temiskaming Shores Police Services Board hereby adjourns at 2:20 p.m.

CARRIED

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CHAIR

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SECRETARY

**EARLTON-TIMISKAMING REGIONAL AIRPORT  
MUNICIPAL SERVICES BOARD (MSB)  
MINUTES**

Thursday, February 18th, 2016  
Council Chambers, Township of Armstrong  
Earlton, Ontario

**Attendance:** Marc Robillard, Doug Metson, Barbara Beachey, Charlie Codd,  
Debbie Veerman, Ron Vottero, Dominique Nackers, Bryan McNair,  
Danny Whalen, Harold Cameron, Sheila Randell, Robert Ethier

**Regrets :** Pauline Archambault

**Absent :** Morgan Carson, Sue Nielsen, Ken Laffrenier, James Twp. Rep.

1. **Welcome - Meeting called to order**  
Moved by: Doug Metson  
Seconded by: Bryan McNair  
BE IT RESOLVED THAT "the meeting of February 18th, 2016 be called  
to order at 7:54 p.m. by Vice-Chairman, Marc Robillard."  
Carried
  
2. **Attendance was taken.**
  
3. **Approval of Agenda**  
Moved by: Bryan McNair  
Seconded by: Doug Metson  
BE IT RESOLVED THAT "the Agenda be approved as presented."  
Carried
  
4. **Minutes of last Meeting**  
Moved by: Doug Metson  
Seconded by: Bryan McNair  
BE IT RESOLVED THAT "the Minutes of the meeting held January 21st, 2016  
be adopted as presented."  
Carried
  
5. **Errors or Omissions**  
There were no errors or omissions.
  
6. **Business Arising from the Minutes**  
None
  
7. **Closed Session**  
No closed session.

**8. Committee Reports**

**(i) Finance Committee**

Moved by: Charlie Codd

Seconded by: Doug Metson

BE IT RESOLVED THAT "the report of the Finance Committee for the month of January 2016, be adopted as presented and attached hereto, forming part of these Minutes."

Carried

**(ii) Property and Maintenance Committee Report**

No Report

**(iii) Human Resources Committee**

No Report

**9. Correspondence**

Moved by: Doug Metson

Seconded by: Barbara Beachey

BE IT RESOLVED THAT "the Correspondence for January 2016 be filed."

Carried

**10. Manager's Report**

Moved by: Barbara Beachey

Seconded by: Bryan McNair

BE IT RESOLVED THAT "the Manager's Report for the month of January 2016, be adopted as presented, and attached hereto forming part of these Minutes."

Carried

**11. Chairman's Remarks/Report**

No Report

**12. Any Other Business:**

Moved by : Debbie Veerman

Seconded by: Danny Whalen

WHEREAS TRACC has requested use of the Airport facilities for their "one day grass drag race" on September 24, 2016", and

WHEREAS TRACC believes this event will not change the daily operations of the airport";

THEREFORE, BE IT RESOLVED THAT "the MSB agree to allow TRACC to hold their grass drag races on September 24, 2016, requiring a NOTAM to be implemented Friday, Sept. 23, 2016 at 12:00 p.m.(noon) and lifted at 12:00 (midnight) Sunday, Sept. 25, 2016."

Carried

The MSB was advised that there will be a meeting March 5, 2016 @ 1:30 upstairs at the Earlton Arena for the Steering Committee to present the recommendations found in the final report of the Strategic Business Plan for Earlton-Timiskaming Regional Airport.

**13. Adjournment**

Moved by: Doug Metson

Seconded by: Charlie Codd

BE IT RESOLVED THAT "this meeting be adjourned - 8:28 p.m.. The next meeting will be held March 17th, 2016 at 7:00 p.m. at Armstrong Council Chambers.

Carried



Chair



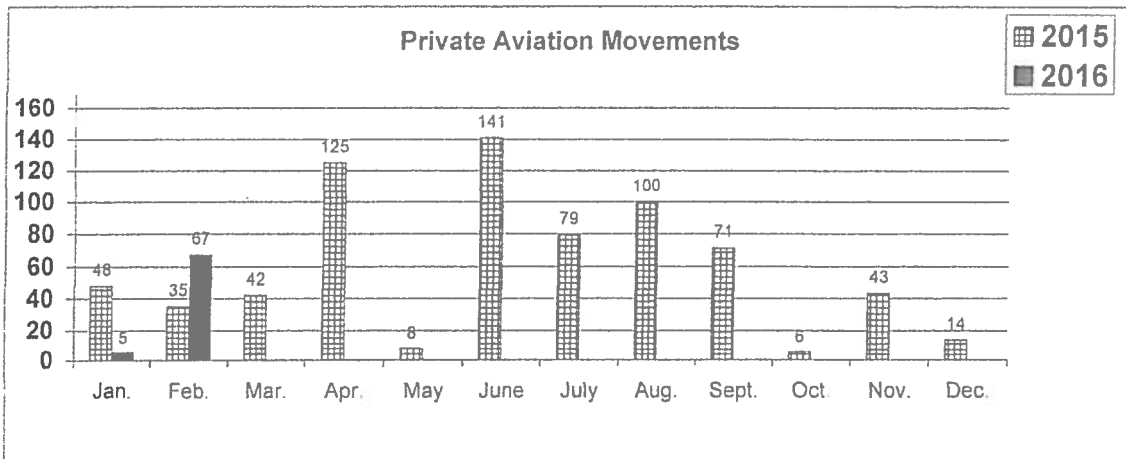
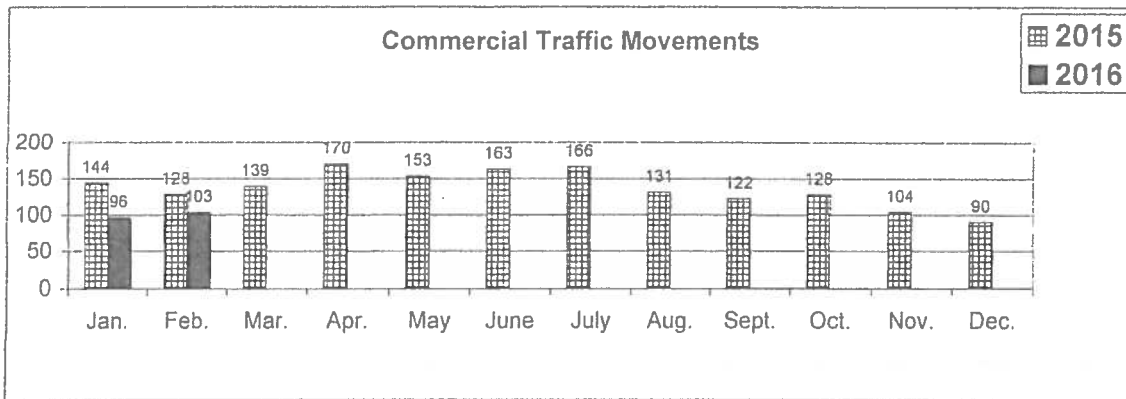
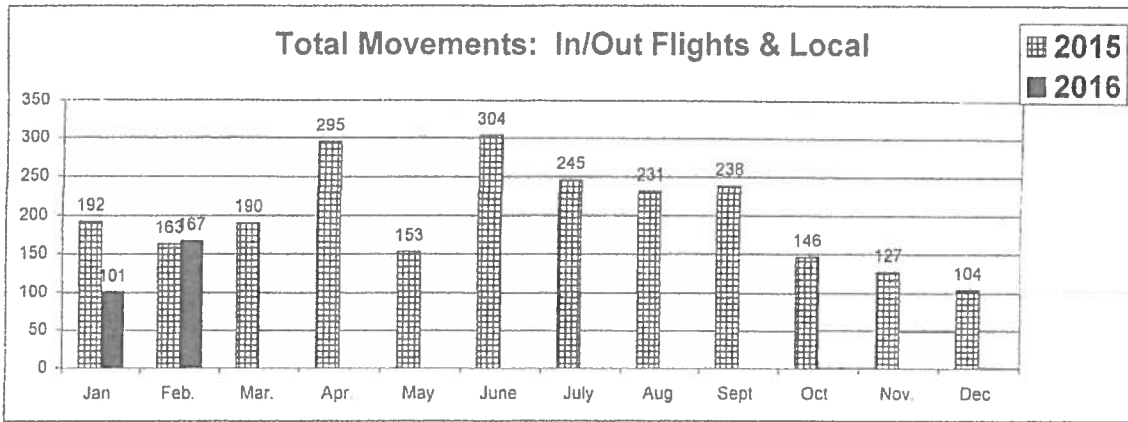
Secretary

**EARLTON-TIMISKAMING REGIONAL  
AIRPORT  
FEBRUARY 2016**

<u>REVENUE</u>	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$2,839	\$5,588
Operations	\$5,912	\$11,829
	<hr/> \$8,751	<hr/> \$17,417
 <u>EXPENSES</u>		
Fuel	\$0	\$0
Operations	\$22,169	\$46,153
Capital Expenses		
	<hr/> \$22,169	<hr/> \$46,153
 <u>NET PROFIT/LOSS</u>		
Fuel	\$2,839	\$5,588
Operations	-\$16,257	-\$34,324
Capital Expenses		
	<hr/> -\$13,418	<hr/> -\$28,736
 <u>FUEL INVENTORY - JET A1</u>	 \$ 1,681	
<u>FUEL INVENTORY - AVGAS</u>	\$ 1,825	
<u>FUEL INVENTORY - DIESEL</u>	\$ 1,656	

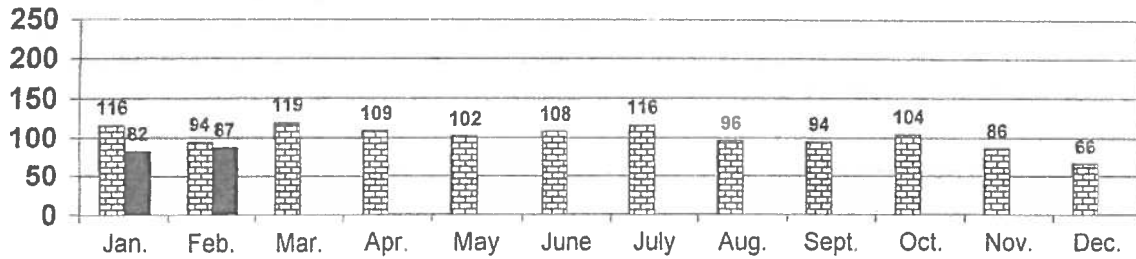
## ANNUAL AIRCRAFT MOVEMENTS

AS OF FEBRUARY 29, 2016



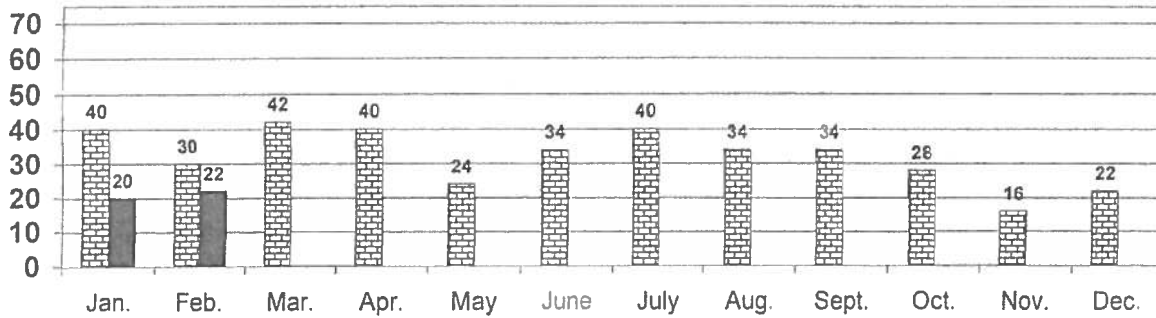
### Air Carriers Movements

2015  
2016



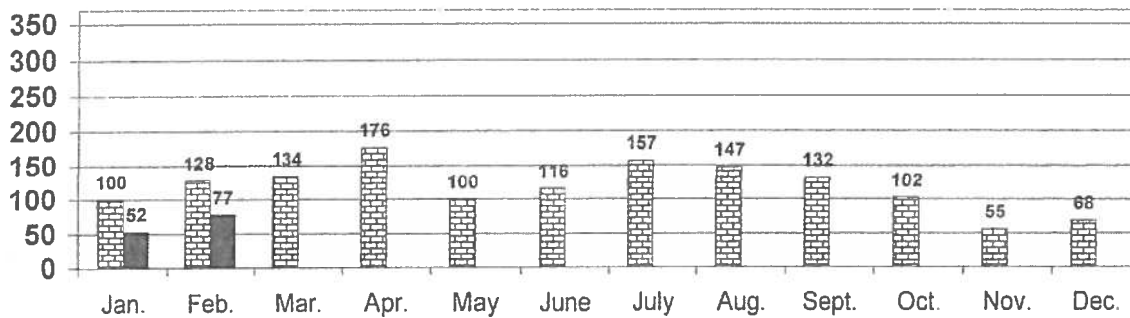
### Air Ambulance Movements

2015  
2016



### # Pgrs. via Air Charter

2015  
2016





## MANAGER'S REPORT FEBRUARY 2016

### Beet Juice:

At the last meeting we discussed different techniques to cut the ice on our paved surfaces. Transport Canada Advisory Circular AC 302-014 Runway Ice Control Chemicals provides airport operators with information on chemicals suitable for airside operation. Factors affecting the selection of ice control chemicals include compliance with applicable specifications and requirements, compatibility with aircraft materials and components, environmental impact, performance, effect on pavement materials, operational issues and cost. Transport Canada does not maintain a list of ice control chemicals that comply with the requirements. It is the responsibility of airport operators to ensure that ice control chemicals used at their airports meet the specified requirements.

AC 302-013 specifies to use only chemicals that have properties meeting the most current applicable Society of Automotive Engineers (SAE) Aerospace Material Specification (AMS); or consist of the product commonly known as urea.

Current specifications for chemicals include:

SAE AMS 1431 - Compound, Solid Runway and Taxiway Deicing/Anti-icing; and

SAE AMS 1435 - Fluid, Generic, De-icing/Anti-Icing Runways and Taxiways.

Beet juice is never mentioned, but the report points out that for new liquid ice control chemicals not currently available or in use at Canadian airports, it is recommended that the manufacturer or supplier demonstrate that the product doesn't adversely affect the friction characteristics of runway pavements, by providing friction test results conducted using a continuous friction measuring device. Using the manufacturer's recommended application rates on a bare and dry pavement test section, the measured friction levels should be relatively close to or higher than baseline self-wetting tests conducted on the same surface.

Harold Cameron  
Earlton-Timiskaming Regional Airport Manager

**Community Contribution Summary**  
**2016 Sharing Contribution**  
**Per Capita Contribution - \$7.95**

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1265	\$10,057	
Casey	374	\$2,973	
Chamberlain	346	\$2,751	
Charlton and Dack	670	\$5,327	
Cobalt	1103	\$8,769	
Coleman	531	\$4,221	
Englehart	1546	\$12,291	
Evanturel	464	\$3,689	
Harley	526	\$4,182	
Hilliard	227	\$1,805	
Hudson	457	\$3,633	
James	474	\$3,768	
Temiskaming Shores	10125	\$80,494	
Thornloe	110	\$875	
<b>Total Contributions</b>	<b>18218</b>	<b>\$144,833</b>	<b>\$0.00</b>

**Donation**

Kerns	349	\$2,775	
<b>Total Contributions</b>		<b>\$147,608</b>	<b>\$0</b>

As of March 15, 2016

**1.0 CALL TO ORDER**

The meeting was called to order at 6:30 p.m.

**2.0 ROLL CALL**

PRESENT:	Mayor Carman Kidd; Councillor Mike McArthur; Tammie Caldwell, Director of Recreation; Jeff Thompson, Superintendent of Community Programs; Paul Allair, Superintendent of Parks and Facilities; Danny Lavigne; Chuck Durrant; Amber Sayer; Simone Holzamer;
REGRETS:	Councillor Jesse Foley, City Manager, Chris Oslund; Richard Beauchamp

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

- The Director requested an addition to New Business item viii) Request for use of facilities for Culture Days.

**4.0 APPROVAL OF AGENDA**

Recommendation RS-2016-37

Moved by: **Dan Lavigne**

Seconded by: **Chuck Durrant**

Be it recommended that the Recreation Services Committee agenda for the February 8, 2016 meeting be approved as amended.

CARRIED

**5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

- Amber Sayer declared a conflict of interest in regard to Item 9. vii) Age Friendly Community Seniors Community Grant

**6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES**

Recommendation RS-2016-38

Moved by: **Simone Holzamer**

Seconded by: **Carman Kidd**

Be it recommended that the Recreation Services Committee minutes of the January 11<sup>th</sup>, 2015 meeting be approved as printed.

CARRIED

**7.0 DELEGATIONS / PUBLIC PRESENTATIONS**

- None

## **8.0 UNFINISHED BUSINESS**

- None

## **9.0 NEW BUSINESS**

### *i. Programming Update-Jeff Thompson*

*Jeff Thompson, Superintendent of Community Programming presented a report on operations including the progress on the skating path on the New Liskeard waterfront, snow shoe program, new water fountain and water bottle filler at PF Centre, upgrades to the Lifeguard room including flooring, and cabinets, an upcoming swim instructor course, and the annual usage statistics for the Pool/Fitness Centre.*

### **Discussion**

The Committee received the Update

### *ii. Facilities Update-Paul Allair*

*Paul Allair, Superintendent of Parks and Facilities presented a report on operations including an update on the progress on the outdoor rinks, and the purchase of a condenser for the Haileybury Arena.*

### **Discussion**

The Committee received the Update

### *iii. Director's Update- Tammie Caldwell*

- a) A report to council will be presented at the February 16<sup>th</sup> meeting to appoint the members of the Bicycle Friendly Community Committee, and the Healthy Kids Community Challenge Committee. Terms of Reference for the HKCC will also be presented.*
- b) Request for Quotations have been issued for the repairs and replacement of the interlocking brick at the Haileybury Waterfront for the 2016 summer season.*
- c) The Director received a letter of resignation from Committee member Mike del Monte, the Director will send Mr. del Monte a letter thanking him for his time on the committee.*

### **Discussion**

The Committee received the update.

iv. *Great Northern Family Health Team – Request to waive Hall Rental Fee*

**Discussion**

The Committee discussed the request from the Great Northern Family Health Team to waive the rental fee for Tai Chi classes to be held twice a week for 48 weeks at the Waterfront Pool/Fitness Centre and the Haileybury Arena commencing in late February or early March, there is no registration fee to participate and the program will target those 65 years and older.

Recommendation RS-2016--39

Moved by: **Dan Lavigne**

Seconded by: **Amber Sayer**

Be it recommended that:

1. The Recreation Services Committee reviewed the request from the Great Northern Family Health Team to waive the rental fee for Tai Chi classes to be held twice a week for 48 weeks at the Waterfront Pool/Fitness Centre and the Haileybury Arena commencing in late February or early March and that;
2. The Recreation Services Committee approves to waive the rental fee.

CARRIED

v. *Timiskaming Diabetes Program – Request to waive Rental Fees*

**Discussion**

The Committee discussed the request from the Timiskaming Diabetes Program to waive the rental fee for the Diabetes Expo to be held November 8<sup>th</sup>, 2016 at Riverside Place, an educational event at no cost to the public. The Timiskaming Diabetes program has also booked Riverside Place in April for an educational event for healthcare professionals and are invoiced the non-profit rate.

Recommendation RS-2016-40

Moved by: Carman Kidd

Seconded by: Chuck Durrant

Be it recommended that:

1. The Recreation Services Committee reviewed the request from the Timiskaming Diabetes Program to waive the rental fee for Riverside Place on November 8<sup>th</sup>, 2016 for the Diabetes Expo and that
2. The Recreation Services Committee approves to waive the rental fee.

CARRIED

- vi) Small Pond Entertainers Inc. re: Request for use of the New Liskeard Community Hall

Discussion

The Recreation Services Committee reviewed the letter from Small Pond Entertainers Inc., requesting the use of the New Liskeard Community Hall from July 4<sup>th</sup> to August 19<sup>th</sup> for the summer Theatre School at a cost of \$500.00 plus applicable taxes.

**Recommendation RS-2016-41**

Moved by: Amber Sayer  
Seconded by; Simone Holzamer

Be it recommended that:

1. The Recreation Services Committee reviewed the request from Small Pond Entertainers Inc., requesting the use of the New Liskeard Community Hall from July 4<sup>th</sup> to August 19<sup>th</sup> for the summer Theatre School at a cost of \$500.00 plus applicable taxes and that;
2. The Recreation Services Committee approves the use of the Hall at a fee of \$500 plus applicable taxes.

CARRIED

- vii) Memo from Amber Sayer: AFC Coordinator re: Seniors Community Grant Funding

Committee Member Amber Sayer declared a conflict of interest and presented the memorandum requesting support to submit an application for funding to the Ontario Seniors Secretariat Seniors Community Grant Program to host a Senior's Expo Fair in the fall of 2016.

Discussion

**Recommendation RS-2016-042**

Moved by: Chuck Durrant  
Seconded by: Carman Kidd

Be it recommended that:

1. The Recreation Services Committee supports the submission of an application for funding to the Ontario Seniors Community Grant program in the amount of \$10,000 for the development of an Age Friendly Fair and launch of an Age Friendly Community Guide with the City's contribution equally \$2,000 from in-kind services including facility spaces and staff time and that
2. The Recreation Services Committee directs staff to present an administrative report to Council for approval to submit the application at the regular meeting of Council of February 16<sup>th</sup>, 2016.

CARRIED

viii) Pam Mackenzie – Request for use of facilities for Culture Days 2016

Discussion

The Committee reviewed the request from Pam Mackenzie for the use of the New Liskeard Community Hall at no cost and the contribution of a free skate and a free swim as part of Culture Days 2016 from September 30<sup>th</sup> to October 2<sup>nd</sup>.

**Recommendation No. RS-2016-043**

Moved by: Amber Sayer

Seconded by; Dan Lavigne

Be it recommended that:

1. The Recreation Services Committee reviewed the request from Pam Mackenzie for Culture Days 2016 and that;
2. The Recreation Services Committee approves waiving the fee for the use of the New Liskeard Community for the event from September 30<sup>th</sup> to October 1<sup>st</sup> and further that the municipality host a free public swim and free public skate as part of the event.

CARRIED

**10.0 SCHEDULE OF MEETINGS**

- Monday March 7<sup>th</sup>, 2016
- Monday April 11<sup>th</sup>, 2016
- Monday May 9<sup>th</sup>, 2016
- Monday June 13<sup>th</sup>, 2016

**11.0 CLOSED SESSION**

- None

**12.0 ADJOURNMENT**

Recommendation RS-2016-044

Moved by: **Danny Lavigne**

Be it recommended that:

1. The Recreation Services Committee meeting be adjourned at 7:15 p.m.

CARRIED

\_\_\_\_\_  
Committee Chair

\_\_\_\_\_  
Recorder

DRAFT



**PROTECTION TO PERSONS AND PROPERTY  
COMMITTEE MEETING MINUTES**

Thursday, March 10, 2016 – 1:30 PM  
New Liskeard Boardroom, City Hall (325 Farr Dr.)

**1. CALL TO ORDER**

Meeting called to order at 1:30 PM

**2. ROLL CALL**

Present:	Mayor Carman Kidd; Councillor Doug Jelly; Councillor Mike McArthur, Christopher Oslund, City Manager; Tim Uttley, Fire Chief; Airianna Misener, Executive Assistant; Kelly Conlin, Director of Corporate Services (A)
Regrets:	Jennifer Pye, Planner
Others Present:	

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

- None

**4. APPROVAL OF AGENDA**

Recommendation PPP-2016-012

Moved by: Mayor Carman Kidd

Be it resolved that:

The Protection to Persons and Property Committee agenda for the March 10, 2016 meeting be approved as amended.

**CARRIED**

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

- None

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

Recommendation PPP-2016-013

Moved by: Mayor Carmen Kidd

Be it resolved that:

The Protection to Persons and Property Committee minutes of the February 19, 2016 meeting be adopted as printed.

**CARRIED**

**7. DELEGATIONS**

- None

**8. FIRE AND EMERGENCY SERVICES**

**a) Monthly Report – Verbal update**

The Fire Chief provided the Committee with an overview of the fire departments monthly report, highlighting the year to date emergency calls, fire safety inspections, public education and training sessions.

**b) Recruitment and Retention Program**

The Fire Chief informed the committee that the Recruitment and Retention Program has been presented to the Volunteer Firefighters of each station, and will be presented to Council at the March 15<sup>th</sup> Council meeting for 1<sup>st</sup> and 2<sup>nd</sup> reading.

**c) Two Volunteer Firefighter Appointments**

The Fire Chief informed the group that in February, the department had 3 Volunteer Firefighter resignations. He further noted that the department has interviewed two Volunteer Firefighter candidates and a recommendation for appointment is to be presented to Council at the March 15, 2016 Council Meeting.

**d) Memo regarding an amendment to a Communications Agreement**

The Fire Chief provided an overview regarding the amendment to *By-law No. 2013-17 Fire Department Communication Systems Agreement*. The amendments being proposed reflect a more current and fair cost sharing arrangement between the parties and also address a number of current changes with the use of the system. Temiskaming Shores will now be charged one bill for the entire Department vs. each station being apportioned a share of the cost. This will result in an annual operational savings of approximately \$900.

As a result, these draft amendments are being forwarded to all Council's involved in the agreement for their review and consideration. The memo and proposed amendments will be presented to Council at the March 15<sup>th</sup>, 2016 Council meeting.

**9. PLANNING**

- None

**10. NEW BUSINESS**

**a) Lorrain Valley Wind Project**

The Committee reviewed a letter that was dated March 1, 2016 regarding the Lorrain Valley Wind Project. The committee received the letter as information.

**b) Trial community for basic income**

The Committee received a letter from a resident regarding the provincial government's intent to select a trial community for a *basic income program*. The committee discussed and would require more information regarding the program, prior to a decision being made.

**11. CLOSED SESSION**

Recommendation PPP-2016-014

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee convene into Closed Session at 2:03 PM to discuss a personnel matter about an identifiable individual, including municipal or local board employees as per section 239 (2) b) of the Municipal Act.

**CARRIED**

Recommendation PPP-2016-015

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee rise with report at 2:35 PM.

The Committee provided direction to staff.

**CARRIED**

**12. SCHEDULE OF MEETINGS**

The next Protection to Persons and Property Committee meeting is scheduled for April 14, 2016 starting at 1:30 PM.

**13. ADJOURNMENT**

Recommendation PPP-2016-016

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee meeting is adjourned at 2:40 p.m.

**CARRIED**

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

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

DRAFT

# THE CITY OF TEMISKAMING SHORES JANUARY - MARCH 2016 YEAR-TO-DATE CAPITAL FINANCIAL REPORT

## Distribution List

Mayor and Council

Chris Oslund, City Manager

Tim Uttley, Fire Chief

Dave Treen, Municipal Clerk

Doug Walsh, Director of Public Works

Tammie Caldwell, Director of Leisure Services

Kelly Conlin, Director of Corporate Services (A)

Finance Department Contact:  
Laura-Lee MacLeod, Treasurer

29-Mar-16

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  - 1.1 Summary - Capital Revenues & Expenditures
- 2.0 Capital Summary
  - 2.1 Analysis - Capital Projects
  - 2.2 General Capital Revenues & Expenditures
  - 2.3 Waterfront Development Project
  - 2.5 Environmental Capital Revenues & Expenditures
  - 2.6 Integration of New Liskeard and Dymond Water Systems (Looping)

**SUMMARY - CAPITAL**  
**Revenues and Expenditures**  
**as at March 2016**

	2016 Total Budget	Actual	2016 YTD		% Change
			Total Budget	Variance B/(W)	
<b>CAPITAL</b>					
<b>Revenues</b>					
Capital - General	3,141.6	0.0	3,141.6	(3,141.6)	-100.0%
Capital - Environmental	6,348.5	3.2	6,348.5	(6,345.3)	-99.9%
Total Revenues	<b>9,490.1</b>	<b>3.2</b>	<b>9,490.1</b>	<b>(9,486.9)</b>	<b>-100.0%</b>
<b>Expenditures</b>					
Capital - General	3,779.7	19.0	3,779.7	3,760.7	99.5%
Capital - Environmental	6,870.8	114.3	5,492.5	5,378.2	78.3%
Total Expenditures	<b>10,650.5</b>	<b>133.3</b>	<b>9,272.2</b>	<b>9,138.9</b>	<b>85.8%</b>
<b>Net Position Capital</b>	<b>(1,160.4)</b>	<b>(130.1)</b>	<b>217.9</b>	<b>348.0</b>	<b>-30.0%</b>

NOTE: The January - December monthly capital financial report is prepared comparing the YTD actuals to the final budget By-law 2015-073 passed on April 7, 2015.

## **2.0 Capital Summary**

### **2.1 Analysis**

The City of Temiskaming Shores 2016 Capital projects for both general and environmental is \$10,650.4K. The capital program is composed of \$3,779.7K of general capital and \$6,870.7K of environmental capital.

The 2016 Capital project budget consists of 27 projects, 19 in general and 8 in environmental.

#### ***General Capital Projects:***

#### ***Environmental Capital Projects:***



**GENERAL CAPITAL**  
**Revenues & Expenditures**  
**as at March 2016**

Department	Project	2016			%	G	Y	R
		Total Budget	Actual	Budget				
<b>REVENUES:</b>								
	Transfer from Reserves	85.0		85.0	(85.0)			
	Borrowing	1,120.0		1,120.0	(1,120.0)			
	Canada 150 Funding	50.0		50.0	(50.0)			
	Lighting Incentive Program	60.0		60.0	(60.0)			
	Federal Gas Tax	935.5		935.5	(935.5)			
	Provincial Gas Tax	90.0		90.0	(90.0)			
	Trillium Funding	150.0		150.0	(150.0)			
	OMCIP Funding	162.5		162.5	(162.5)			
	STATO Partnership	64.8		64.8	(64.8)			
	Waterfront Development Funding (P&F)	423.8		423.8	(423.8)			
<b>Total Revenues</b>		<b>3,141.6</b>	<b>0.0</b>	<b>3,141.6</b>	<b>(3,141.6)</b>			
<b>EXPENDITURES:</b>								
<b>Property Mtnce:</b>	City Hall Energy Upgrades	20.0	2.4	20.0	17.6	40%	X	
	Hlby Arena Upgrades	15.0		15.0	15.0	100%	X	
	NL Library Stabilization	115.0		115.0	115.0			
	NL Fire Station Repairs (Roof)	98.0		98.0	98.0	50%	X	
	Hlby Medical Centre Flooring Upgrades	30.0		30.0	30.0			
	Hlby Medical Centre Retaining Wall	100.0		100.0	100.0			
	Matabanick Motel Demolition	325.0	0.2	325.0	324.8	25%	X	
<b>Public Works:</b>	2016 Road Program	745.5		745.5	745.5			
	Street Light Upgrades	150.0	15.5	150.0	134.5		X	
<b>Solid Waste:</b>	Landfill Site Expansion	60.0	0.5	60.0	59.5	75%	X	
	Hlby Landfill Postclosure	25.0		25.0	25.0	50%	X	
<b>Transit:</b>	Transit Bus Auto Announcement System	90.0	0.4	90.0	89.6	75%	X	
<b>Fleet:</b>	Command/Rescue Truck	295.0		295.0	295.0	75%	X	
	Trackless	165.0		165.0	165.0	25%	X	
	Loader	185.0		185.0	185.0			
	Service Van - Bldg Mntce	60.0		60.0	60.0	75%	X	
	Pick-Ups (3)	90.0		90.0	90.0	75%	X	
	Quick Attach Forks for Loader	6.0		6.0	6.0			
<b>Leisure Services:</b>	STATO Trail Relocation	190.0		190.0	190.0			
	STATO Project	377.3		377.3	377.3	25%	X	
	NL Arena Glycol Pump Replacement	10.0		10.0	10.0	25%	X	
	NL Waterslide Refinishing	32.0		32.0	32.0	25%	X	
	Hlby Arena Condensor	125.0		125.0	125.0	50%	X	
	Waterfront Development	470.9		470.9	470.9		X	
<b>Total Expenditures</b>		<b>3,779.7</b>	<b>19.0</b>	<b>3,779.7</b>	<b>3,760.7</b>			
<b>Net Position</b>		<b>(638.1)</b>	<b>(19.0)</b>	<b>(638.1)</b>	<b>(6,902.3)</b>			

2.3

**WATERFRONT DEVELOPMENT PROJECT  
as at March 2016**

Project	Total Budget	2015 Actual	2016		Variance B/(W)	%			
			YTD Actual	Budget			G	Y	R
Waterfront Stabilization & Beautification	679.1	485.1		120.9	120.9	25%	X		
Boardwalk Demolition, Replacement & Lighting	371.1	371.1		0.0	0.0				
Accessible Landscaping	260.0	245.8		0.0	0.0				
Farmer's Market	350.0	0.0		350.0	350.0				
Spurline Building Renovations	31.7	31.7		0.0	0.0				
Bucke Park Water and Septic Upgrades	96.7	90.6		0.0	0.0				
Professional Services (Engineering)	74.7	74.7		0.0	0.0				
Marina Refurbishment and Electrical Upgrades	358.8	358.8		0.0	0.0				
<b>2,222.1</b>	<b>1,657.8</b>	<b>0.0</b>	<b>470.9</b>	<b>470.9</b>					

**Project Summary:**

Waterfront Stabilization: - tendered for Haileybury Boardwalk Rehabilitation, administrative report to Council on April 5th

Farmer's Market: - awaiting site selection

As the year-end actuals for the project came in under budget, the Treasurer will review and present a revised budget for this project.

2.4

**ENVIRONMENTAL CAPITAL**  
**Revenues & Expenditures**  
**as at March 2016**  
**(\$K)**

	2016				%	G Y R		
	Total Budget	Actual	Budget	Variance B/(W)				
<b>REVENUES:</b>								
Public/Private Partnership	100.0	0.0	100.0	(100.0)				
Borrowing	1,824.3	0.0	1,824.3	(1,824.3)				
Funding - Armstrong Infrastructure Upgrades	0.0	3.2	0.0	3.2				
Funding - Looping Project	1,282.5	0.0	1,282.5	(1,282.5)				
Funding - Gray Road Project	2,141.7	0.0	2,141.7	(2,141.7)				
Transfer from Reserves	1,000.0	0.0	1,000.0	(1,000.0)				
<b>Total Revenues</b>	<b>6,348.5</b>	<b>3.2</b>	<b>6,348.5</b>	<b>(6,345.3)</b>				
<b>EXPENDITURES:</b>								
Vacuum/Sucker Truck	500.0		500.0	500.0	50.0%	x		
Pick-Up	30.0		30.0	30.0	75.0%	x		
Dym Reservoir Upgrades	200.0		200.0	200.0				
Gray Road Lift Station	3,212.5		3,212.5	3,212.5				
Hlby WTP MCC Replacement	200.0		200.0	200.0				
NL-Dym Water Supply Linking	1,000.0	111.0	1,000.0	889.0	90.0%	x		
Comm Upgrades W/WW Facilities (Phase 3)	300.0		300.0	300.0				
NC Water Integration Project	1,403.3	3.3	25.0	21.7	15.0%	x		
Clear Well Inspection Robot	25.0		25.0	25.0				
<b>Total Expenditures</b>	<b>6,870.8</b>	<b>114.3</b>	<b>5,492.5</b>	<b>5,378.2</b>				
<b>Net Position</b>	<b>(522.3)</b>	<b>(111.1)</b>	<b>856.0</b>	<b>(11,723.5)</b>				

2.5

**INTEGRATION OF NEW LISKEARD & DYMOND SYSTEMS  
as at March 2016**

Project	Total Budget	2015 Actual	2016		Variance B/(W)	%	G	Y	R
			YTD Actual	Budget					
Looping Project	2,171.3	2,049.1		1,000.0	1,000.0	25%	x		
	<b>2,171.3</b>	<b>2,049.1</b>	<b>0.0</b>	<b>1,000.0</b>	<b>1,000.0</b>				

The project has an overall budget of \$2,171,030 for the project which will span 2014 - 2016.

Due to the extended construction season in 2015, the project was able to proceed right up to December 2015. Based on this, there is only a small portion of the project left to complete in the spring with the restoration component.

Due to the extended construction season in 2015, more of the project was completed than anticipated, therefore the Treasurer will review and present a revised budget for this project.

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<b>Subject:</b> Appointment of Volunteer Firefighter Christopher Lauzon (Hlby Fire Station)	<b>Report No.:</b> PPP-004-2016
	<b>Agenda Date:</b> April 5, 2016

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### **Attachments**

None

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-004-2016; and
2. That Council hereby appoints Christopher Lauzon as a Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the *Volunteer Firefighter Hiring and Promotional Policy*.

### **Background**

In an effort to fill a vacancy within the department at the Haileybury Fire Station, and to help ensure adequate staffing levels are maintained, the Department is seeking to fill a vacant Volunteer Firefighter's position at the Haileybury Fire Station.

### **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 one of the vacancies at the Haileybury Fire Station, an interview with the candidate was conducted by the Fire Chief and the Fire Department's Interview panel. Subsequently a recommendation from the Haileybury Fire Station was provided to the Fire Chief requesting consideration of the appointment of Christopher Lauzon 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 related experience, make him an excellent candidate for the position he is being recommended for.

Based on the above, I am pleased to recommend Christopher Lauzon as a Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the Volunteer Firefighter Hiring and Promotional Policy.

### **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 2016 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 2016 and 2017 operational budgets.

Staffing implications associated with the proposed appointment are limited to normal administrative functions and duties, and the requirement to fill a vacant position at the Haileybury Fire Station. 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:

- 22 members for the Dymond Station.
- 20 for the Haileybury Station, and
- 23 for the New Liskeard Station.

### **Alternatives**

No alternatives were considered.

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
Timothy H. Uttley  
Fire Chief

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

**Subject:** Equipment Purchase – Environmental Serv. Sewer Vacuum / Sucker Truck  
**Report No.:** PW-013-2016  
**Agenda Date:** April 5, 2016

### **Attachments**

- Appendix 01:** RFP Results
- Appendix 02:** Joe Johnson Equipment Inc. Proposal Bid “A”
- Appendix 03:** Nozzle Components
- Appendix 04:** Draft Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-013-2016; and
2. That Council directs staff to prepare the necessary by-law and agreement for the purchase of a Sewer Vacuum / Flusher Truck, as detailed in Request for Proposal PW-RFP-004-2016, from Joe Johnson Equipment Inc. (designated as Bid “A”) at a cost of \$369,000 plus applicable taxes; and
3. That Council approves the purchase of various nozzles, attachments and components as outlined in Appendix 03, conditional to the satisfaction of the City, based on test demonstrations upon delivery of the Sewer Vacuum / Flusher Truck at an upset limit of \$35,000 plus applicable taxes for consideration at the April 5, 2016 Regular Council meeting.

### **Background**

As part of a review of the Public Works Department operations a potential long term savings, through the purchase of a Vacuum / Flusher Truck that could be utilized not only by the Environmental Services Division but also by the Transportation Division, was identified. City staff found that the purchase of such a vehicle will allow for an enhanced sewer and storm sewer flushing program as well as manhole and catch basin cleaning efforts which require \$15 - \$20K per year for hired equipment on a re-active basis. The City also currently spends approximately \$10 - \$ 20K per year on external services related to sludge haul from the Haileybury Wastewater Treatment Facility to the New Liskeard Lagoons. This vehicle would allow the Department to initiate a more “pro-active” approach to maintenance efforts for both storm and sanitary sewer systems and hopefully reduce the number of sewer system issues that have occurred in recent history and facilitate with many tasks assigned to the Water and Sewer Department.

During the 2016 budget deliberations, Council approved the purchase of equipment that met the requirements of the Department at an estimated cost of \$500,000.

Request for Proposal PW-RFP-004-2016 was prepared and distributed to known suppliers as well as advertised in the City’s Bulletin and on our Web Site.

**Analysis**

Six (6) submissions were received in response to the Request for Proposals prior to the closing date of February 25th, 2016 at 2:00 p.m.

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 01 – Opening Results** summarizes the results of the responses received and are summarized as follows:

Vendor	Unit Cost - Quoted	Non – Refundable HST	License Fees	Total
Joe Johnson Equipment Proposal “A”	\$369,000.00	\$6,494.40	\$1,450.00*	\$376,944.40
Joe Johnson Equipment Proposal “B”	\$434,983.12	\$7,655.70	\$1,450.00*	\$444,088.82
Joe Johnson Equipment Proposal “C”	\$468,635.52	\$8,247.99	\$1,450.00*	\$478,333.51
Joe Johnson Equipment Proposal “D”	\$466,045.20	\$8,202.40	\$1,450.00*	\$475,697.60
Joe Johnson Equipment Proposal “E”	\$494,155.44	\$8,697.14	\$1,450.00*	\$504,302.58
Super Vac 2000	\$495,795.00	\$8,725.99	\$1,450.00*	\$505,970.99

\* Licensing fees are based on 2015 costs and will be paid by the City of Temiskaming Shores

City Staff met with representatives from Joe Johnson Equipment Inc. on Wednesday March 9, 2016 regarding the purchase of nozzles, attachments and components that are necessary for the proper use and operation of the flusher portion of the truck. The items identified during the discussion total approximately \$35,000 (plus applicable taxes) and would be included in the capital costs for the purchase. These requirements would be confirmed upon delivery and training of staff on the equipment in actual field conditions.

This report was presented to and discussed at the Building Maintenance Committee meeting held on March 24<sup>th</sup> 2016, and received support for presentation to Council at the April 5th, 2016 Regular Council meeting.

**Financial / Staffing Implications**

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

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

The estimated final cost for the Vacuum / Flusher Truck (including nozzles, attachments, components, licensing and non-refundable HST) is \$412,560.40\*\*.



\*\* Subject to field testing of nozzles and attachments.

### **Alternatives**

No alternatives were considered.

### **Submission**

Prepared by:

Reviewed and approved by:

“Original signed by”

“Original signed by”

\_\_\_\_\_  
Mitch Lafreniere  
Manager of Physical  
Assets

\_\_\_\_\_  
G. Douglas Walsh, CET  
Director of Public Works

Reviewed and submitted for  
Council’s consideration by:

“Original signed by”

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

Document Title: **PW-RFP-004-2016**

Opening Date: **February 25, 2016**

Inquiry Contact: **Mitch Lafreniere**

Opening Time: **2:00 pm**

Description: **Supply and Delivery of a Vacuum Truck**

Form of Proposal

This is a Request for Proposal with no formal proposal form to be completed; each bidder submits a price along with specific information based on their proposal. Proposals are evaluated based on a pre-determined set of evaluation criteria.

Bidder: SUPER VAC 2000

Model Year:	Price for Unit:	154,795. <sup>00</sup>
	Price (incl. HST):	341,000. <sup>00</sup>
	Boiler (less HST):	

Non-Collusion  Conflict of Interest

Bidder: JOE JOHNSTON

Model Year:	Price for Unit:	466,045. <sup>20</sup>
	Price (incl. HST):	526,631. <sup>08</sup>
	Boiler (less HST):	7,134. <sup>40</sup> 10,522. <sup>00</sup>

Non-Collusion  Conflict of Interest

Bidder: JOE JOHNSTON

Model Year:	Price for Unit:	369,000. <sup>00</sup>
	Price (incl. HST):	416,970. <sup>00</sup>
	Boiler (less HST):	400,000 - 7,134. <sup>40</sup> 800,000 - 10,522. <sup>00</sup>

Non-Collusion  Conflict of Interest

Bidder: JOE JOHNSTON

Model Year:	Price for Unit:	494,155. <sup>44</sup>
	Price (incl. HST):	558,395. <sup>65</sup>
	Boiler (less HST):	7,134. <sup>40</sup> 10,522. <sup>00</sup>

Non-Collusion  Conflict of Interest

Bidder: JOE JOHNSTON

Model Year:	Price for Unit:	434,983. <sup>12</sup>
	Price (incl. HST):	491,530. <sup>93</sup>
	Boiler (less HST):	400,000 - 7,134. <sup>40</sup> 800,000 - 10,522. <sup>00</sup>

Non-Collusion  Conflict of Interest

Bidder:

Model Year:	Price for Unit:	
	Price (incl. HST):	
	Boiler (less HST):	

Non-Collusion  Conflict of Interest

Bidder: JOE JOHNSTON

Model Year:	Price for Unit:	468,635. <sup>52</sup>
	Price (incl. HST):	529,558. <sup>14</sup>
	Boiler (less HST):	7,134. <sup>40</sup> 10,522. <sup>00</sup>

Non-Collusion  Conflict of Interest

Bidder:

Model Year:	Price for Unit:	
	Price (incl. HST):	
	Boiler (less HST):	

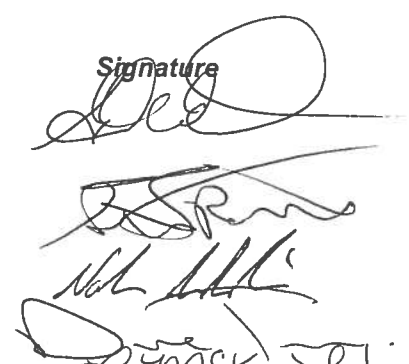
Non-Collusion  Conflict of Interest

Comment: Since this is a Request for Proposal all submissions are required to be evaluated based on the pre-determined evaluation criteria. Therefore submissions will be reviewed for errors, omissions, accuracy and other criteria by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

**Print Name**  
 DAVE WALSH  
 Mitch Lafreniere  
 Steve Burnett  
 NOLAN DOMBROSKI  
 DAVE TREEN

**Representing**  
 TEM SHORES  
 " " " "  
 TS  
 EXP  
 TEM SHORES

**Signature**  


Clean Air. Clean Water. Clean Streets.



## BID "A"

**FLEET LEASE RETURN VACTOR 2100 PLUS PD ON A  
WESTERN STAR 4700**

*Request for Proposal PW-RFP-004-2016*

**Supply and Delivery of a Vacuum Truck**







Discover a whole new Ontario • Découvrez un tout nouvel Ontario

BID "A"

City of Temiskaming Shores  
Request for Proposal  
PW-RFP-004-2016  
Supply and Delivery of a Vacuum Truck

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



## 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 a Vacuum Truck, model year should be within the last two years. Successful bidder will also supply on-site training to city employees equivalent to one week or as needed by the city. It is also important to note that bidders can submit multiple units if available.

## 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 may be in hard copy and submitted to the following address:

**City of Temiskaming Shores**  
P.O Box 2050  
325 Farr Drive  
Haileybury, Ontario P0J 1K0  
Attention: Dave Treen, Municipal Clerk "PW-RFP-004-2016 Supply and Delivery of a Vacuum Truck"

The closing date for the submission of Proposals will be at **2:00 pm local time on Thursday February 25, 2016.**

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



## Questions

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

**Mitch Lafreniere**

Manager of Physical Assets

City of Temiskaming Shores

325 Farr Drive

Temiskaming Shores, ON P0J 1K0

Phone: (705) 672-3363 ext. 4113

Fax: (705) 672-3200

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



**Scope of Work**

Supply and Deliver a Vacuum Truck preferably with a model year within the last two years with the following criteria or city approved equivalent:

Fleet Lease return 2015 Vactor 2100 Plus PD mounted on a Western Star 4700 series chassis

**Water System:**

Must be capable of at **minimum** 100 GPM (Gallons per Minute) @ 2000 PSI for flushing purposes

Yes - pump rated at 100 gpm @ 2500 PSI and configured to 80 GPM @ 2500 PSI

Piranha 2500 psi 600' x 1" Rodder Hose mounted on swiveling, extendable reel with 800' x 1" Capacity

Yes - 500' of 1" Piranha hose provided

Recirculation port for front hose reel

Yes

Accumulator for Jet Rodder system

Yes

Cold Weather recirculation system capable of at **minimum** 25 GPM, to be operated in both stationary, and over the road Yes

Minimum 20 GPM, 600 PSI Catch basin cleaning Hand gun, hose reel mounted on Passenger side of unit

Yes - 10 GPM for operator safety

Hydro Excavation Circuit, hose reel mounted passenger side, 50' hose, with recirculation port

Yes

Electronic control of water pressure via variable flow hydraulic pumps

Yes

12 volt, **minimum** 420,000 BTU boiler plumbed into the hydro excavator circuit for hot water or equivalent. **This item to be priced separately.** Yes - see quotation for optional pricing

Aluminum Water tanks, **minimum** 1500 USG capacity

Yes - 1300 gallon capacity

Air purge system utilizing truck air pressure to purge water system for winterization

Yes

**Debris Body:**

Minimum of 15 cubic yard debris body

12 cubic yard

Full dumping

Yes

Full opening rear door

Yes

60" dump height

Yes

Preferred rear mounted centrifugal separators (cyclones) to dump with debris body

Yes

Body washout nozzle mounted inside of debris body at front

Yes

Hydraulically operated pump off system, discharge on Curbside, forward area of debris body

Yes - rear door mounted

Cage assembly inside debris body to protect pump-off pump from damage, and keep solids in Debris body

Yes





6" valve mounted at 3:00 position with internal screen for the purposes of dewatering

Yes

6" Valve mounted at 6:00 position with removable internal screen

Yes

Debris body inspection port with ladder

No - not required with Vactor 2100 Plus Design

Lube manifolds

Yes

180 Degree Rotation, Front loading 8 ft Hydraulic telescoping boom equipped with 8" hose

Yes - Exceed 10' Hydraulic Tele Boom with 8" hose

#### Controls:

Front Hose reel Operator station

Yes

Hard wired pendant control

Yes

Wireless remote control system

Yes

Digital Display of water flow, blower/engine RPM in single screen, mounted on front hose reel

Yes

Electronic startup "*Hot Shift*" of blower from operator station at front hose reel

No - In Stock unit - Blower easily engaged from inside cab

#### Lighting

LED Arrow stick mounted on rear of unit

Yes

Hand Spot light with plug at front bumper

Yes

Rear Strobe Light

Yes

Front Strobe light

Yes

LED Work Lamps on boom

Yes

#### Chassis

Tandem axle Kenworth T800 Chassis or equivalent

Tandem Axle Western Star 4700

Minimum 485 horsepower

370 HP Cummins

Allison 6 speed automatic

Yes

Minimum 20,000 lb front axle weight rating

Yes



**City of Temiskaming Shores**  
**PW-RFP-004-2016**  
Supply and Delivery of a Vacuum Truck

PW-RFP-004-2016

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Joe Johnson Equipment Inc.  
(Registered Company Name/Individuals Name)

Of, 2521 Bowman Street, Innisfil, ON L9S 3V6  
(Registered Address and Postal Code)

Business:

Phone Number ( 705 ) - 733-7700

Fax Number ( 705 ) - 733-8800

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

Price for unit (less HST)	\$ <u>369,000.00</u>
Model Year	<u>2015</u>
Total including HST	\$ <u>416,970.00</u>
Boiler for hot water(less HST) 400,000 BTU	\$ <u>7,134.40</u>
800,000 BTU	\$ <u>10,522.00</u>

Lead Time 30 - 45 days from receipt of purchase order  
Unit is In-Stock - Current Kms. 12,735  
Subject to Prior Sale



## Proposal Evaluation Criteria

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

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

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 vehicles.	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-004-2016**  
Supply and Delivery of a Vacuum Truck

**NON COLLUSION AFFIDAVIT**

I/ We Joe Johnson Equipment Inc. 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

Tisyn Milne

Company Name

Joe Johnson Equipment Inc.

Title

Sewer / Sweeper, Product Manager



**City of Temiskaming Shores**  
**PW-RFP-004-2016**  
Supply and Delivery of a Vacuum Truck

**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 Innisfil, ON this 23 day of February, 2016.

FIRM NAME: Joe Johnson Equipment Inc.

BIDDER'S AUTHORIZED OFFICIAL: Tisyn Milne

TITLE: Sewer / Sweeper, Product Manager

SIGNATURE: 





**JOE JOHNSON EQUIPMENT**  
**CLEAN AIR. CLEAN WATER. CLEAN STREETS.**

# VACTOR 2100 PLUS PD



## CHASSIS

- Western Star 4700
- 370 HP Cummins ISL Engine
- Automatic Transmission Allison 3000 – 6 Speed
- 20,000lbs, front axle
- 44,000lbs, tandem rear axles
- 46,000lbs Air Liner rear suspension
- 100 U.S Gallon Fuel Capacity
- Driver Air Ride Seat
- Tele Tilt Steering Column
- Air Conditioning
- AM/FM/CD/Weatherband Stereo, CB Radio
- Dual Heated Mirrors
- Painted White
- Work Lights On Boom
- LED Strobe Lights Front/Rear

## BODY

- 824-18" HG PD Blower
- 12 yard debris body / 1300 Gal Water
- 80 @ 2500 PSI
- 10' HYD Telescoping Boom
- Omnex T300 Control w/Bellypack
- Joystick Boom Control
- Tele/Rotate Hose Reel W/ 500' x 1" Rodder Hose
- 6" Knife Valve Rear Door w/Camlock, 3:00 Position
- 6" Knife Valve Rear Door w/Camlock, 6:00 Position
- 60" Dump Height W/ Splash Shield
- Centrifugal Separators
- Accumulator Water System
- Hydro-Ex Circuit
- Extreme Cold Weather Recirc 25gpm
- Fold Down Pipe Rack Curbside
- Low Water Light/Alarm
- Rodder Pump Ball Valve Drains
- Behind Cab Toolbox 16 x 30 x 96
- Painted White

ALBANY BARRIE CALGARY CHILE EDMONTON HALIFAX LOUISIANA MICHIGAN MONTREAL OHIO OTTAWA ROCHESTER TEXAS TORONTO WINNIPEG



**RENTALS**



**jjei.com | 1.800.263.1262**





Prepared for:  
 Tisyn Milne  
 Joe Johnson Equipment  
 2521 Bowman  
 Innisfil, ON L9S 3V6  
 Phone: 705-733-7700

Prepared by:  
 Dave Woolley  
 B & I COMPLETE TRUCK CENTRE  
 480 DUNLOP ST. WEST  
 BARRIE, ON L4N9W5

## S P E C I F I C A T I O N   P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
<b>Price Level</b>			
PRL-08T	WESTERN STAR 4700 PRL-08T (EFF:01/28/14)		
<b>Data Version</b>			
DRL-010	SPECPRO21 DATA RELEASE VER 010		
<b>Vehicle Configuration</b>			
001-451	WESTERN STAR 4700 SET-BACK FRONT AXLE CHASSIS	9,230	6,850
004-215	2015 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
<b>General Service</b>			
AA1-002	TRUCK CONFIGURATION		
AA6-003	DOMICILED, CANADA (OTHER THAN QUEBEC)		
RCE-00F	FIXED CANADIAN EXCHANGE		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-002	LIQUID BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A5	WESTERN STAR VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 60000.0 lbs		



Prepared for:  
 Tisyn Milne  
 Joe Johnson Equipment  
 2521 Bowman  
 Innisfil, ON L9S 3V6  
 Phone: 705-733-7700

Prepared by:  
 Dave Woolley  
 B & I COMPLETE TRUCK CENTRE  
 480 DUNLOP ST. WEST  
 BARRIE, ON L4N9W5

Data Code	Description	Weight Front	Weight Rear
<b>Truck Service</b>			
AA3-034	SEWER/INDUSTRIAL VACUUM BODY		
<b>Engine</b>			
101-2XN	CUM ISL 370 HP @ 2000 RPM, 2100 GOV RPM, 1250 LB/FT @ 1400 RPM	-850	-70
<b>Electronic Parameters</b>			
79A-065	65 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
79V-001	ENABLE REGENERATION IN PTO MODE		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
<b>Engine Equipment</b>			
99C-013	2013 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG14		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-1EH	(3) ALLIANCE ABSORBED GLASS MAT MODEL 9A31, GROUP 31, 12 VOLT MAINTENANCE FREE 2775 CCA THREADED STUD BATTERIES		
290-1AC	PASSENGER SEAT BATTERY BOX VENTED TO OUTSIDE OF CAB		
282-013	BATTERY BOX MOUNTED UNDER PASSENGER SEAT		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		



Prepared for:  
 Tisyn Milne  
 Joe Johnson Equipment  
 2521 Bowman  
 Innisfil, ON L9S 3V6  
 Phone: 705-733-7700

Prepared by:  
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 B & I COMPLETE TRUCK CENTRE  
 480 DUNLOP ST. WEST  
 BARRIE, ON L4N9W5

Data Code	Description	Weight Front	Weight Rear
289-006	PLASTIC BATTERY BOX COVER		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-040	ELECTRONIC ENGINE INTEGRAL WARNING AND DERATE PROTECTION SYSTEM		
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE		
28F-007	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND DASH MOUNTED SINGLE REGENERATION REQUEST/INHIBIT SWITCH		
239-026	10 FOOT 06 INCH (126 INCH+0/-5 INCH) EXHAUST SYSTEM HEIGHT		
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK	40	20
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
23Z-002	NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER	15	5
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD		
273-048	HORTON 2-SPEED DRIVEMASTER POLAREXTREME FAN DRIVE		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
120-009	FLEETGUARD PLAIN COOLANT FILTER	10	
266-017	1300 SQUARE INCH ALUMINUM RADIATOR	-20	
267-006	MOUNTING FOR FIREWALL MOUNTED SURGE TANK		
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT		



Prepared for:  
 Tisyn Milne  
 Joe Johnson Equipment  
 2521 Bowman  
 Innisfil, ON L9S 3V6  
 Phone: 705-733-7700

Prepared by:  
 Dave Woolley  
 B & I COMPLETE TRUCK CENTRE  
 480 DUNLOP ST. WEST  
 BARRIE, ON L4N9W5

Data Code	Description	Weight Front	Weight Rear
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20	
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
166-998	NO OIL PREHEATER		
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH		

#### Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	-110	-35
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#### Transmission Equipment

343-323	ALLISON VOCATIONAL PACKAGE 172 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
34C-010	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR, BLUNT CUT, MOUNTED BETWEEN DRIVER AND PASSENGER SEATS		
362-1Y0	(2) CUSTOMER INSTALLED CHELSEA 277 SERIES PTO'S		
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		



Prepared for:  
 Tisyn Milne  
 Joe Johnson Equipment  
 2521 Bowman  
 Innisfil, ON L9S 3V6  
 Phone: 705-733-7700

Prepared by:  
 Dave Woolley  
 B & I COMPLETE TRUCK CENTRE  
 480 DUNLOP ST. WEST  
 BARRIE, ON L4N9W5

Data Code	Description	Weight Front	Weight Rear
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
<b>Front Axle and Equipment</b>			
400-1AC	MFS-20-133A 20,000# FL1 SINGLE FRONT AXLE	60	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
406-001	STANDARD KING PIN BUSHINGS		
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	90	
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER		
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE		
<b>Front Suspension</b>			
620-006	20,000# FLAT LEAF FRONT SUSPENSION	50	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
<b>Rear Axle and Equipment</b>			
420-1K7	MT-44-14X 44,000# R-SERIES TANDEM REAR AXLE		105
421-529	5.29 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-074	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	55	55
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		



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Data Code	Description	Weight Front	Weight Rear
452-005	DRIVER CONTROLLED TRACTION DIFFERENTIAL - REAR MOST TANDEM/TRIDEM REAR AXLE		20
878-021	(1) INTERAXLE LOCK VALVE AND (1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR-REAR AXLE VALVE		
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
87B-008	INDICATOR LIGHT FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-005	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		10
440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS		
426-075	HALDEX GOLDSEAL LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE		
<b>Rear Suspension</b>			
622-199	AIRLINER 46,000# REAR SUSPENSION		40
621-007	AIRLINER HIGH POSITION RIDE HEIGHT		
431-005	AXLE SEATS WITH RETAINERS		
624-016	51 INCH AXLE SPACING		
888-048	MANUAL DUMP VALVE FOR AIR SUSPENSION WITH GAUGE		
87D-006	INDICATOR LIGHT FOR EACH REAR SUSPENSION CONTROL SWITCH		
910-001	SINGLE AIR REAR SUSPENSION LEVELING VALVE		
623-002	TRANSVERSE CONTROL RODS		
439-005	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)		
<b>Brake System</b>			
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		



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Data Code	Description	Weight Front	Weight Rear
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
483-003	BENDIX OIL COALESCING FILTER FOR AIR DRYER		
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL		
	MOUNT AIR DRYER 120" FROM CENTRE LINE TO CENTRE LINE OF TANDEMS		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
485-045	METALLIC AIR MANIFOLD MOUNTED TO BACK OF CAB CROSSMEMBER WITH SIX 1/4 INCH FITTINGS AND 70 PSI PROTECTION VALVE	15	

### Wheelbase & Frame

545-660	6600MM (260 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	670	-210
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	245	426
552-038	1800MM (71 INCH) REAR FRAME OVERHANG		
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-30	120
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	122	-10
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 196.69 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 193.69 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 400.61		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 196.69 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 115.04 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 145.12 in		
553-001	SQUARE END OF FRAME		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		
568-001	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER		

### Chassis Equipment

Application Version 8.6.126  
 Data Version PRL-08T.010  
 JJEI Stock 4700 2014



10/07/2014 7:54 AM

Page 7 of 14

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Data Code	Description	Weight Front	Weight Rear
556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-110	
586-015	FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
<b>Fuel Tanks</b>			
204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	20	
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-007	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-075	ALLIANCE FUEL FILTER/WATER SEPARATOR	15	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
20E-998	NO AUXILIARY FUEL SUPPLY AND RETURN PORTS		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
221-009	CUSTOM FUEL COOLER		
	MOUNT FUEL COOLER 120" FROM TANDEM CENTRE LINE TO FRONT FACE OF COOLER		
<b>Tires</b>			
093-2AD	GOODYEAR G296 MSA 445/65R22.5 20 PLY RADIAL FRONT TIRES	188	
094-0JY	GOODYEAR G182 RSD 11R22.5 16 PLY RADIAL REAR TIRES		176
<b>Hubs</b>			
418-056	CONMET PRESET PLUS IRON FRONT HUBS		
450-056	CONMET PRESET PLUS IRON REAR HUBS		
<b>Wheels</b>			
502-091	ACCURIDE 29374A 22.5X12.25 10-HUB PILOT 4.75 INSET 10-HAND ALUMINUM DISC FRONT WHEELS	-14	
505-718	ALCOA LVL ONE 88367X ALUMINUM OUTSIDE, ACCURIDE 50408 ACCU-LITE STEEL INSIDE; 22.5X8.25 10-HUB PILOT DISC REAR WHEELS		-168
524-001	POLISHED FRONT WHEELS; OUTSIDE ONLY		
525-001	POLISHED REAR WHEELS; OUTSIDE OF OUTER WHEELS ONLY		
496-011	FRONT WHEEL MOUNTING NUTS		





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Data Code	Description	Weight Front	Weight Rear
497-011	REAR WHEEL MOUNTING NUTS		
498-011	NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES		
<b>Cab Exterior</b>			
829-1A8	110 INCH BBC STEEL CONVENTIONAL CAB		
82A-008	WESTERN STAR STAINLESS STEEL CAB SKIRT		
650-044	AIR CAB MOUNTS WITH CHECK VALVE		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-001	FRONT FENDERS		
754-001	2 INCH FENDER EXTENSIONS	5	
678-031	LH AND RH EXTERIOR GRAB HANDLES AND LH AND RH INTERIOR GRAB HANDLES MOUNTED TO A POST		
646-008	STATIONARY BRIGHT FINISH GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
640-009	HEAVY DUTY STEEL CAB FLOOR		
644-004	FIBERGLASS HOOD		
690-007	HOOD LINER INSULATION WITH SINGLE FIREWALL INSULATION		
727-096	DUAL ROUND AIR HORNS, SINGLE BASE, MOUNTED UNDER CAB		
726-001	SINGLE ELECTRIC HORN		
657-1AG	DOORS AND IGNITION KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
327-012	SWITCH, INDICATOR LIGHT AND WIRING FOR (2) CUSTOMER FURNISHED BEACONS		
312-072	SINGLE RECTANGULAR SEALED BEAM HEADLIGHTS WITH BRIGHT BEZELS		
302-022	LED MARKER LAMPS		
311-003	DAYTIME RUNNING LIGHTS WITH ROCKER/TOGGLE MOMENTARY INTERRUPTER SWITCH		
294-1AU	INDIVIDUAL LED STOP/TURN/BACKUP LIGHTS GROMMET MOUNTED BELOW RAIL		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-008	DUAL STAINLESS STEEL HEATED MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AA	LH AND RH SUREPLUS 574 8 INCH BRIGHT FINISH HEATED CONVEX MIRRORS WITH SEPARATE ADJUSTMENT, MOUNTED BELOW MIRROR		



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Data Code	Description	Weight Front	Weight Rear
74A-001	RH DOWN VIEW MIRROR		
74B-079	RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKETS	4	
729-001	STANDARD SIDE/REAR REFLECTORS		
787-020	ELECTRIC DOOR LOCKS, MECHANICAL KEY TUMBLER		
764-002	STAINLESS STEEL EXTERIOR SUN VISOR	28	
768-046	17.5X35 INCH TINTED REAR WINDOW		
661-006	TINTED DOOR GLASS		
654-006	RH ELECTRIC AND LH MANUAL WINDOWS	2	
769-002	LOWER RH DOOR WINDOW WITH FRESNEL LENS	7	
663-014	2-PIECE TINTED CURVED BONDED WINDSHIELD		
659-016	1.5 GALLON WINDSHIELD WASHER RESERVOIR MOUNTED UNDER CAB WITH REMOTE FILL		

### Cab Interior

707-1D0	GRAY VINYL BASE INTERIOR		
70K-006	GREY HARD TRIM		
706-049	BASE LEFT HAND DOOR TRIM		
708-049	BASE RIGHT HAND DOOR TRIM		
772-007	BLACK MATS WITH DOUBLE INSULATION		
785-007	DASH MOUNTED ASH TRAY AND LIGHTER, DRIVER SIDE		
691-001	FORWARD ROOF MOUNTED CONSOLE		
694-009	PASSENGER SIDE WING DASH MOUNTED GLOVE BOX WITH LOCKING DOOR		
693-025	LH AND RH DOOR MAP POCKETS		
741-029	COAT HOOK ON RH BACKWALL OF CAB		
742-032	(1) DOUBLE CUP HOLDER WITH CELL PHONE HOLDER LH OR RH DASH		
680-034	TWO-TONE CHARCOAL UPPER/COOL GRAY LOWER SOFT TOUCH WING DASH WITH BLACK DRIVER SIDE COSMETIC UNDER DASH COVER		
320-004	STANDARD WIRING		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-010	HVAC DUCTING WITH FOAM MAIN FRESH AIR FILTER AND OUTSIDE PRE-FILTER		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		



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Data Code	Description	Weight Front	Weight Rear
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER		
702-002	BINARY CONTROL, R-134A		
739-002	ADDITIONAL CAB SIDEWALL INSULATION	60	10
285-019	AUTOMATIC SELF-RESET CIRCUIT BREAKER IN MAIN DASH POWER DISTRIBUTION BOX AND CIRCUIT BREAKER/FUSE IN AUXILIARY POWER DISTRIBUTION BOXES		
324-076	DOOR ACTIVATED DOME LIGHT, UNDER DASH LIGHT WITH LH AND RH DOOR MOUNTED COURTESY LIGHTS AND LH AND RH READING LIGHTS		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
756-1D9	PREMIUM HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER	40	
760-294	BATTERY BOX MID BACK NON SUSPENSION PASSENGER SEAT		
759-009	INBOARD DRIVER SEAT ARMREST, NO PASSENGER SEAT ARMREST	2	
758-022	BLACK MORDURA CLOTH DRIVER SEAT COVER		
761-023	BLACK MORDURA CLOTH PASSENGER SEAT COVER		
763-003	3 POINT DRIVER AND PASSENGER SEAT BELT RETRACTORS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-020	2-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL(S)		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

### Instruments & Controls

185-004	STANDARD FOOT PEDAL SYSTEM
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK
870-005	STAR GAUGES WITH BRIGHT BEZELS
732-001	BLACK DRIVER INSTRUMENT PANEL
734-001	BLACK CENTER INSTRUMENT PANEL
486-001	LOW AIR PRESSURE LIGHT AND BUZZER
838-001	(1) SINGLE BRAKE APPLICATION AIR GAUGE
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES

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Data Code	Description	Weight Front	Weight Rear
198-024	FILTERMINDER DASH MOUNTED AIR RESTRICTION GAUGE	2	
721-001	97 DB BACKUP ALARM		3
149-012	CRUISE CONTROL SWITCHES IN THE CENTER PANEL		
156-033	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY WITH ECM STARTER LOCKOUT		
811-001	WARNING LAMP/LIGHT BAR DISPLAY, NON-DATA LINKED		
160-025	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-071	ENGINE REMOTE INTERFACE WITH INCREMENT/DECREMENT		
163-013	ENGINE REMOTE INTERFACE CONNECTOR IN CAB BETWEEN DRIVER AND PASSENGER SEATS		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-026	STAR GAUGE ENGINE HOUR METER IN DASH	2	
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-1B0	AM/FM/WB RADIO WITH CD PLAYER, BLUETOOTH AND MICROPHONE, USB, FRONT AND REAR AUXILIARY INPUTS AND J1939	10	
747-002	ROOF/OVERHEAD CONSOLE MOUNTED RADIO		
750-004	(4) RADIO SPEAKERS IN CAB		
748-026	POWER AND GROUND WIRING FOR CB RADIO IN OVERHEAD CONSOLE		
752-018	MULTI-BAND AM/FM/WB/CB DUAL MIRROR MOUNTED ANTENNA SYSTEM	4	
810-043	ELECTRONIC KPH SPEEDOMETER WITH SECONDARY MPH SCALE, WITH ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-998	NO MPH AND/OR RPM GRAPH		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
329-1AV	FOUR IGNITION CONTROLLED EXTRA SWITCHES WITH INDICATOR LIGHT, 10 AMPS, WIRED BETWEEN DRIVER AND PASSENGER SEATS		
836-001	2 INCH VOLTMETER		



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Data Code	Description	Weight Front	Weight Rear
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-015	CAB/TRAILER MARKER LIGHT SWITCH WITH SEPARATE HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-026	VSM NON CANCELING TURN SIGNAL SWITCH WITH INTEGRAL HEADLAMP DIMMER WITH BRAKE OVERRIDE		
298-036	PACIFIC INSIGHT ELECTRONIC FLASHER		

### Design

065-000 PAINT: ONE SOLID COLOR

### Color

980-5F6 CAB COLOR A: L0006EB WHITE ELITE BC  
 96J-001 CAB INTERIOR PAINTED SAME AS CAB COLOR  
 986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT  
 966-972 POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)

### Certification / Compliance

996-002 CANADA CMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

### Secondary Factory Options

998-001 CORPORATE PDI CENTER IN-SERVICE ONLY  
 999-014 DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE

## TOTAL VEHICLE SUMMARY

### Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>+</sup>	9926 lbs	7347 lbs	17273 lbs
Total Weight <sup>+</sup>	9926 lbs	7347 lbs	17273 lbs



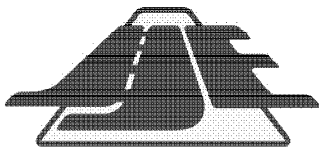
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(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.





**Clean Air. Clean Water. Clean Streets.**

**Ship To:**  
SAME AS BELOW

**Invoice To:**  
CITY OF TEMISKAMING  
SHORES  
325 FARR DR  
HAILEYBURY ON P0J 1K0

Attention: MITCH LAFRENIERE

Branch 01 - INNISFIL		
Date 03/10/2016	Time 16:03:33 (O)	Page 1
Account No. TEMIS001	Phone No. 7056723363	Est. No. 03 009520
Ship Via	Purchase Order VACTOR SPEC.	
Salesperson	Salesperson ID JCA / SKL	

ESTIMATE EXPIRY DATE: 03/24/2016

HST/GST 121730378 RT0001 PST 4300-8925 Dealer # 4524799

Estimate will be honoured for 30 days from the date of the Estimate

**PARTS ESTIMATE • Not An Invoice**

Part#                      Description                      Qty                      Price                      Amount

ALL NOZZLES CURRENTLY IN STOCK

-----  
KEG HIGH PERFORMANCE NOZZLES AND WARTHOG WG NOZZLE HAVE A  
BULK DISCOUNT - UNTIL APRIL 30TH, 2016  
-----

ENVIROSIGHT JETSCAN INCLUDES:  
UNIT, 6 INCH SKID AND 8 INCH SKID  
-----

100045-C	1" EQUALIZER NO	1	5463.88	5463.88
100123-C	10 JET FLOOR CL	1	4988.68	4988.68
100063-C	1" RAMBO NOZZLE	1	1450.90	1450.90
100066-S	1/2 RAMBO NOZZL	1	483.85	483.85
100073-C	1" ROTOR NOZZLE	1	1863.54	1863.54
100031-C	TORPEDO NOZZLE	1	2238.81	2238.81
WG-1-2060	WARTHOG W/HEAD	1	2804.72	2804.72
E-JET-SYS-COMBO	JETSCAN CAMERA	1	15091.29	15091.29

Subtotal: 34385.67

Tax: 4470.14

TOTAL: 38855.81

Authorization: \_\_\_\_\_

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

**By-law No. 2016-000**

**Being a by-law to enter into a Purchase Agreement  
with Joe Johnson Equipment for the supply and  
delivery of a Sewer Vacuum / Flusher Truck**

**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-013-2016 at the March 15, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Joe Johnson Equipment for the supply and delivery of one (1) 2015 Sewer Vacuum / Flusher Truck – designated as Bid "A" (PW-RFP-004-2016) at an upset limit of \$369,000 plus applicable taxes as well as various nozzles, attachments and components as outlined in Appendix 03, conditional to the satisfaction of the City, based on test demonstrations upon delivery of the Sewer Vacuum / Flusher Truck at an upset limit of \$35,000.00 plus applicable taxes for consideration at the March 15, 2016 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 purchase agreement with Joe Johnson Equipment Inc. for the supply and delivery of one (1) 2015 Sewer Vacuum / Flusher Truck at an upset limit of \$369,000 plus applicable taxes as well as various nozzles, attachments and components at an upset limit of \$35,000.00 plus applicable taxes 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 5<sup>th</sup> day of April, 2016.**

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2016-000**

Equipment Purchase Agreement between

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

and

**Joe Johnson Equipment**

For the supply and delivery of one (1) 2015 Sewer  
Vacuum / Flusher Truck and various nozzles,  
attachments and components

**This agreement** made in duplicate this 5<sup>th</sup> day of April, 2016.

Between:

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

and

**Joe Johnson Equipment Inc.**  
(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) Sewer Vacuum / Flusher Truck 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-002-2016)  
Supply and Delivery of New Service Vehicle**

- b) Do and fulfill everything indicated by this Agreement and in the Specification attached hereto as Appendix 01 and provide various nozzles, attachments and components attached hereto as Appendix 02 and forming part of this agreement.

Article II:

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the supply and delivery of one (1) Sewer Vacuum / Flusher Truck in the amount of Three Hundred and Sixty-Nine Thousand Dollars and Zero cents (\$369,000.00) plus applicable taxes;
- b) Pay the Supplier in lawful money of Canada for the supply of various nozzles, attachments and components, conditional to the satisfaction of the City, based on test demonstrations to an upset limit of Thirty-Eight Thousand, Eight Hundred and Fifty-five Dollars and Eighty-one cents (\$38,855.81) plus applicable taxes;
- c) 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:

**Joe Johnson Equipment Inc.**  
2521 Bowman Street  
Innisfil, Ontario  
L9S 3V6

Attn.: Tisyn Milne

The Owner:

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

Attn.: Mitch Lafreniere

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

Signed and Sealed in )  
the presence of )

Supplier's Seal )  
(if applicable) )

Municipal Seal )

**Joe Johnson Equipment Inc.**

\_\_\_\_\_  
Sewer / Sweeper Product Manager – Tisyn Milne

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2016-000**

Form of Agreement  
Sewer Vacuum Flusher Truck

**Clean Air. Clean Water. Clean Streets.**



**BID "A"**

**FLEET LEASE RETURN VACTOR 2100 PLUS PD ON A  
WESTERN STAR 4700**

***Request for Proposal PW-RFP-004-2016***

**Supply and Delivery of a Vacuum Truck**



**jjei.com**

**ALBANY**  
518.487.4011

**BARRIE**  
705.733.7700

**CALGARY**  
403.355.3414

**CHILE**  
+56 2 429 4190

**EDMONTON**  
780.469.1584

**HALIFAX**  
902.468.7700

**MONTREAL**  
450.253.0805

**OTTAWA**  
613.733.7700

**ROCHESTER**  
585.254.7700

**TORONTO**  
905.532.0227

**WINNIPEG**  
204.338.0556





Dymond  
Haileybury  
New Liskeard

Discover a whole new Ontario • Découvrez un tout nouvel Ontario

BID "A"

City of Temiskaming Shores  
Request for Proposal  
PW-RFP-004-2016  
Supply and Delivery of a Vacuum Truck





## 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 a Vacuum Truck, model year should be within the last two years. Successful bidder will also supply on-site training to city employees equivalent to one week or as needed by the city. It is also important to note that bidders can submit multiple units if available.

## 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 may be in hard copy and submitted to the following address:

**City of Temiskaming Shores**  
P.O Box 2050  
325 Farr Drive  
Haileybury, Ontario P0J 1K0  
Attention: Dave Treen, Municipal Clerk "PW-RFP-004-2016 Supply and Delivery of a Vacuum Truck"

The closing date for the submission of Proposals will be at **2:00 pm local time on Thursday February 25, 2016.**

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



## Questions

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

**Mitch Lafreniere**  
Manager of Physical Assets  
City of Temiskaming Shores  
325 Farr Drive  
Temiskaming Shores, ON P0J 1K0  
Phone: (705) 672-3363 ext. 4113  
Fax: (705) 672-3200  
[mlafreniere@temiskamingshores.ca](mailto:mlafreniere@temiskamingshores.ca)



**Scope of Work**

Supply and Deliver a Vacuum Truck preferably with a model year within the last two years with the following criteria or city approved equivalent:

**Fleet Lease return 2015 Vactor 2100 Plus PD mounted on a Western Star 4700 series chassis**

**Water System:**

Must be capable of at **minimum 100 GPM (Gallons per Minute) @ 2000 PSI** for flushing purposes

**Yes - pump rated at 100 gpm @ 2500 PSI and configured to 80 GPM @ 2500 PSI**

Piranha 2500 psi 600' x 1" Rodder Hose mounted on swiveling, extendable reel with 800' x 1" Capacity

**Yes - 500' of 1" Piranha hose provided**

Recirculation port for front hose reel

**Yes**

Accumulator for Jet Rodder system

**Yes**

Cold Weather recirculation system capable of at **minimum 25 GPM**, to be operated in both stationary, and over the road **Yes**

Minimum 20 GPM, 600 PSI Catch basin cleaning Hand gun, hose reel mounted on Passenger side of unit

**Yes - 10 GPM for operator safety**

Hydro Excavation Circuit, hose reel mounted passenger side, 50' hose, with recirculation port

**Yes**

Electronic control of water pressure via variable flow hydraulic pumps

**Yes**

12 volt, **minimum 420,000 BTU** boiler plumbed into the hydro excavator circuit for hot water or equivalent. **This item to be priced separately.** **Yes - see quotation for optional pricing**

Aluminum Water tanks, **minimum 1500 USG** capacity

**Yes - 1300 gallon capacity**

Air purge system utilizing truck air pressure to purge water system for winterization

**Yes**

**Debris Body:**

Minimum of 15 cubic yard debris body

**12 cubic yard**

Full dumping

**Yes**

Full opening rear door

**Yes**

60" dump height

**Yes**

Preferred rear mounted centrifugal separators (cyclones) to dump with debris body

**Yes**

Body washout nozzle mounted inside of debris body at front

**Yes**

Hydraulically operated pump off system, discharge on Curbside, forward area of debris body

**Yes - rear door mounted**

Cage assembly inside debris body to protect pump-off pump from damage, and keep solids in Debris body

**Yes**



6" valve mounted at 3:00 position with internal screen for the purposes of dewatering

Yes

6" Valve mounted at 6:00 position with removable internal screen

Yes

Debris body inspection port with ladder

No - not required with Vactor 2100 Plus Design

Lube manifolds

Yes

180 Degree Rotation, Front loading 8 ft Hydraulic telescoping boom equipped with 8" hose

Yes - Exceed 10' Hydraulic Tele Boom with 8" hose

#### Controls:

Front Hose reel Operator station

Yes

Hard wired pendant control

Yes

Wireless remote control system

Yes

Digital Display of water flow, blower/engine RPM in single screen, mounted on front hose reel

Yes

Electronic startup "Hot Shift" of blower from operator station at front hose reel

No - In Stock unit - Blower easily engaged from inside cab

#### Lighting

LED Arrow stick mounted on rear of unit

Yes

Hand Spot light with plug at front bumper

Yes

Rear Strobe Light

Yes

Front Strobe light

Yes

LED Work Lamps on boom

Yes

#### Chassis

Tandem axle Kenworth T800 Chassis or equivalent

Tandem Axle Western Star 4700

Minimum 485 horsepower

370 HP Cummins

Allison 6 speed automatic

Yes

Minimum 20,000 lb front axle weight rating

Yes



**City of Temiskaming Shores**  
**PW-RFP-004-2016**  
Supply and Delivery of a Vacuum Truck

PW-RFP-004-2016

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Joe Johnson Equipment Inc.  
(Registered Company Name/Individuals Name)

Of, 2521 Bowman Street, Innisfil, ON L9S 3V6  
(Registered Address and Postal Code)

Business:

Phone Number ( 705 ) - 733-7700

Fax Number ( 705 ) - 733-8800

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

Price for unit (less HST)	\$ <u>369,000.00</u>
Model Year	<u>2015</u>
Total including HST	\$ <u>416,970.00</u>
Boiler for hot water(less HST) 400,000 BTU	\$ <u>7,134.40</u>
800,000 BTU	\$ <u>10,522.00</u>

Lead Time 30 - 45 days from receipt of purchase order  
Unit is In-Stock - Current Kms. 12,735  
Subject to Prior Sale



## Proposal Evaluation Criteria

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

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

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 vehicles.	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-004-2016**  
Supply and Delivery of a Vacuum Truck

**NON COLLUSION AFFIDAVIT**

I/ We Joe Johnson Equipment Inc. 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

Tisyn Milne

Company Name

Joe Johnson Equipment Inc.

Title

Sewer / Sweeper, Product Manager



**City of Temiskaming Shores**  
**PW-RFP-004-2016**  
Supply and Delivery of a Vacuum Truck

**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 Innisfil, ON this 23 day of February, 2016.

FIRM NAME: Joe Johnson Equipment Inc.

BIDDER'S AUTHORIZED OFFICIAL: Tisyn Milne

TITLE: Sewer / Sweeper, Product Manager

SIGNATURE: 







**JOE JOHNSON EQUIPMENT**  
**CLEAN AIR. CLEAN WATER. CLEAN STREETS.**

# VACTOR 2100 PLUS PD



## CHASSIS

- Western Star 4700
- 370 HP Cummins ISL Engine
- Automatic Transmission Allison 3000 – 6 Speed
- 20,000lbs, front axle
- 44,000lbs, tandem rear axles
- 46,000lbs Air Liner rear suspension
- 100 U.S Gallon Fuel Capacity
- Driver Air Ride Seat
- Tele Tilt Steering Column
- Air Conditioning
- AM/FM/CD/Weatherband Stereo, CB Radio
- Dual Heated Mirrors
- Painted White
- Work Lights On Boom
- LED Strobe Lights Front/Rear

## BODY

- 824-18" HG PD Blower
- 12 yard debris body / 1300 Gal Water
- 80 @ 2500 PSI
- 10' HYD Telescoping Boom
- Omnex T300 Control w/Bellypack
- Joystick Boom Control
- Tele/Rotate Hose Reel W/ 500' x 1" Rodder Hose
- 6" Knife Valve Rear Door w/Camlock, 3:00 Position
- 6" Knife Valve Rear Door w/Camlock, 6:00 Position
- 60" Dump Height W/ Splash Shield
- Centrifugal Separators
- Accumulator Water System
- Hydro-Ex Circuit
- Extreme Cold Weather Recirc 25gpm
- Fold Down Pipe Rack Curbside
- Low Water Light/Alarm
- Rodder Pump Ball Valve Drains
- Behind Cab Toolbox 16 x 30 x 96
- Painted White

ALBANY BARRIE CALGARY CHILE EDMONTON HALIFAX LOUISIANA MICHIGAN MONTREAL OHIO OTTAWA ROCHESTER TEXAS TORONTO WINNIPEG



**RENTALS**



**jjei.com | 1.800.263.1262**



Prepared for:  
 Tisyn Milne  
 Joe Johnson Equipment  
 2521 Bowman  
 Innisfil, ON L9S 3V6  
 Phone: 705-733-7700

Prepared by:  
 Dave Woolley  
 B & I COMPLETE TRUCK CENTRE  
 480 DUNLOP ST. WEST  
 BARRIE, ON L4N9W5

## S P E C I F I C A T I O N   P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
<b>Price Level</b>			
PRL-08T	WESTERN STAR 4700 PRL-08T (EFF:01/28/14)		
<b>Data Version</b>			
DRL-010	SPECPRO21 DATA RELEASE VER 010		
<b>Vehicle Configuration</b>			
001-451	WESTERN STAR 4700 SET-BACK FRONT AXLE CHASSIS	9,230	6,850
004-215	2015 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
<b>General Service</b>			
AA1-002	TRUCK CONFIGURATION		
AA6-003	DOMICILED, CANADA (OTHER THAN QUEBEC)		
RCE-00F	FIXED CANADIAN EXCHANGE		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-002	LIQUID BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A5	WESTERN STAR VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 60000.0 lbs		



Prepared for:  
 Tlsyn Milne  
 Joe Johnson Equipment  
 2521 Bowman  
 Innisfil, ON L9S 3V6  
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 BARRIE, ON L4N9W5

Data Code	Description	Weight Front	Weight Rear
<b>Truck Service</b>			
AA3-034	SEWER/INDUSTRIAL VACUUM BODY		
<b>Engine</b>			
101-2XN	CUM ISL 370 HP @ 2000 RPM, 2100 GOV RPM, 1250 LB/FT @ 1400 RPM	-850	-70
<b>Electronic Parameters</b>			
79A-065	65 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
79V-001	ENABLE REGENERATION IN PTO MODE		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
<b>Engine Equipment</b>			
99C-013	2013 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG14		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-1EH	(3) ALLIANCE ABSORBED GLASS MAT MODEL 9A31, GROUP 31, 12 VOLT MAINTENANCE FREE 2775 CCA THREADED STUD BATTERIES		
290-1AC	PASSENGER SEAT BATTERY BOX VENTED TO OUTSIDE OF CAB		
282-013	BATTERY BOX MOUNTED UNDER PASSENGER SEAT		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		



Prepared for:  
 Tisyn Milne  
 Joe Johnson Equipment  
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 480 DUNLOP ST. WEST  
 BARRIE, ON L4N9W5

Data Code	Description	Weight Front	Weight Rear
289-006	PLASTIC BATTERY BOX COVER		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-040	ELECTRONIC ENGINE INTEGRAL WARNING AND DERATE PROTECTION SYSTEM		
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE		
28F-007	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND DASH MOUNTED SINGLE REGENERATION REQUEST/INHIBIT SWITCH		
239-026	10 FOOT 06 INCH (126 INCH+0/-5 INCH) EXHAUST SYSTEM HEIGHT		
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK	40	20
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
23Z-002	NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER	15	5
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
273-048	HORTON 2-SPEED DRIVEMASTER POLAREXTREME FAN DRIVE		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
120-009	FLEETGUARD PLAIN COOLANT FILTER	10	
266-017	1300 SQUARE INCH ALUMINUM RADIATOR	-20	
267-006	MOUNTING FOR FIREWALL MOUNTED SURGE TANK		
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT		



Prepared for:  
 Tisyn Milne  
 Joe Johnson Equipment  
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 B & I COMPLETE TRUCK CENTRE  
 480 DUNLOP ST. WEST  
 BARRIE, ON L4N9W5

Data Code	Description	Weight Front	Weight Rear
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20	
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
166-998	NO OIL PREHEATER		
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH		
<b>Transmission</b>			
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	-110	-35
<b>Transmission Equipment</b>			
343-323	ALLISON VOCATIONAL PACKAGE 172 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
34C-010	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR, BLUNT CUT, MOUNTED BETWEEN DRIVER AND PASSENGER SEATS		
362-1Y0	(2) CUSTOMER INSTALLED CHELSEA 277 SERIES PTO'S		
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		



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 480 DUNLOP ST. WEST  
 BARRIE, ON L4N9W5

Data Code	Description	Weight Front	Weight Rear
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
<b>Front Axle and Equipment</b>			
400-1AC	MFS-20-133A 20,000# FL1 SINGLE FRONT AXLE	60	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
405-001	STANDARD KING PIN BUSHINGS		
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	90	
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER		
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE		
<b>Front Suspension</b>			
620-006	20,000# FLAT LEAF FRONT SUSPENSION	50	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
<b>Rear Axle and Equipment</b>			
420-1K7	MT-44-14X 44,000# R-SERIES TANDEM REAR AXLE		105
421-529	5.29 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-074	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	55	55
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		





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Data Code	Description	Weight Front	Weight Rear
452-005	DRIVER CONTROLLED TRACTION DIFFERENTIAL - REAR MOST TANDEM/TRIDEM REAR AXLE		20
878-021	(1) INTERAXLE LOCK VALVE AND (1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR-REAR AXLE VALVE		
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
87B-008	INDICATOR LIGHT FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-005	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		10
440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS		
426-075	HALDEX GOLDSEAL LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE		
<b>Rear Suspension</b>			
622-199	AIRLINER 46,000# REAR SUSPENSION		40
621-007	AIRLINER HIGH POSITION RIDE HEIGHT		
431-005	AXLE SEATS WITH RETAINERS		
624-016	51 INCH AXLE SPACING		
888-048	MANUAL DUMP VALVE FOR AIR SUSPENSION WITH GAUGE		
87D-006	INDICATOR LIGHT FOR EACH REAR SUSPENSION CONTROL SWITCH		
910-001	SINGLE AIR REAR SUSPENSION LEVELING VALVE		
623-002	TRANSVERSE CONTROL RODS		
439-005	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)		
<b>Brake System</b>			
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		



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Data Code	Description	Weight Front	Weight Rear
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
483-003	BENDIX OIL COALESCING FILTER FOR AIR DRYER		
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL MOUNT AIR DRYER 120" FROM CENTRE LINE TO CENTRE LINE OF TANDEMS		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
485-045	METALLIC AIR MANIFOLD MOUNTED TO BACK OF CAB CROSSMEMBER WITH SIX 1/4 INCH FITTINGS AND 70 PSI PROTECTION VALVE	15	

#### Wheelbase & Frame

545-660	6600MM (260 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	670	-210
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	245	426
552-038	1800MM (71 INCH) REAR FRAME OVERHANG		
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-30	120
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	122	-10
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 196.69 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 193.69 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 400.61		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 196.69 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 115.04 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 145.12 in		
553-001	SQUARE END OF FRAME		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		
568-001	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER		

#### Chassis Equipment

Application Version 8.6.126  
 Data Version PRL-08T.010  
 JJEI Stock 4700 2014



10/07/2014 7:54 AM

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Data Code	Description	Weight Front	Weight Rear
556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-110	
586-015	FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
<b>Fuel Tanks</b>			
204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	20	
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-007	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-075	ALLIANCE FUEL FILTER/WATER SEPARATOR	15	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
20E-998	NO AUXILIARY FUEL SUPPLY AND RETURN PORTS		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
221-009	CUSTOM FUEL COOLER		
	MOUNT FUEL COOLER 120" FROM TANDEM CENTRE LINE TO FRONT FACE OF COOLER		
<b>Tires</b>			
093-2AD	GOODYEAR G296 MSA 445/65R22.5 20 PLY RADIAL FRONT TIRES	188	
094-0JY	GOODYEAR G182 RSD 11R22.5 16 PLY RADIAL REAR TIRES		176
<b>Hubs</b>			
418-056	CONMET PRESET PLUS IRON FRONT HUBS		
450-056	CONMET PRESET PLUS IRON REAR HUBS		
<b>Wheels</b>			
502-091	ACCURIDE 29374A 22.5X12.25 10-HUB PILOT 4.75 INSET 10-HAND ALUMINUM DISC FRONT WHEELS	-14	
505-718	ALCOA LVL ONE 88367X ALUMINUM OUTSIDE, ACCURIDE 50408 ACCU-LITE STEEL INSIDE; 22.5X8.25 10-HUB PILOT DISC REAR WHEELS		-168
524-001	POLISHED FRONT WHEELS; OUTSIDE ONLY		
525-001	POLISHED REAR WHEELS; OUTSIDE OF OUTER WHEELS ONLY		
496-011	FRONT WHEEL MOUNTING NUTS		



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Data Code	Description	Weight Front	Weight Rear
497-011	REAR WHEEL MOUNTING NUTS		
498-011	NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES		
<b>Cab Exterior</b>			
829-1A8	110 INCH BBC STEEL CONVENTIONAL CAB		
82A-008	WESTERN STAR STAINLESS STEEL CAB SKIRT		
650-044	AIR CAB MOUNTS WITH CHECK VALVE		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-001	FRONT FENDERS		
754-001	2 INCH FENDER EXTENSIONS	5	
678-031	LH AND RH EXTERIOR GRAB HANDLES AND LH AND RH INTERIOR GRAB HANDLES MOUNTED TO A POST		
646-008	STATIONARY BRIGHT FINISH GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
640-009	HEAVY DUTY STEEL CAB FLOOR		
644-004	FIBERGLASS HOOD		
690-007	HOOD LINER INSULATION WITH SINGLE FIREWALL INSULATION		
727-096	DUAL ROUND AIR HORNS, SINGLE BASE, MOUNTED UNDER CAB		
726-001	SINGLE ELECTRIC HORN		
657-1AG	DOORS AND IGNITION KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
327-012	SWITCH, INDICATOR LIGHT AND WIRING FOR (2) CUSTOMER FURNISHED BEACONS		
312-072	SINGLE RECTANGULAR SEALED BEAM HEADLIGHTS WITH BRIGHT BEZELS		
302-022	LED MARKER LAMPS		
311-003	DAYTIME RUNNING LIGHTS WITH ROCKER/TOGGLE MOMENTARY INTERRUPTER SWITCH		
294-1AU	INDIVIDUAL LED STOP/TURN/BACKUP LIGHTS GROMMET MOUNTED BELOW RAIL		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-008	DUAL STAINLESS STEEL HEATED MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AA	LH AND RH SUREPLUS 574 8 INCH BRIGHT FINISH HEATED CONVEX MIRRORS WITH SEPARATE ADJUSTMENT, MOUNTED BELOW MIRROR		



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Data Code	Description	Weight Front	Weight Rear
74A-001	RH DOWN VIEW MIRROR		
74B-079	RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKETS	4	
729-001	STANDARD SIDE/REAR REFLECTORS		
787-020	ELECTRIC DOOR LOCKS, MECHANICAL KEY TUMBLER		
764-002	STAINLESS STEEL EXTERIOR SUN VISOR	28	
768-046	17.5X35 INCH TINTED REAR WINDOW		
661-006	TINTED DOOR GLASS		
654-006	RH ELECTRIC AND LH MANUAL WINDOWS	2	
769-002	LOWER RH DOOR WINDOW WITH FRESNEL LENS	7	
663-014	2-PIECE TINTED CURVED BONDED WINDSHIELD		
659-016	1.5 GALLON WINDSHIELD WASHER RESERVOIR MOUNTED UNDER CAB WITH REMOTE FILL		
<b>Cab Interior</b>			
707-1D0	GRAY VINYL BASE INTERIOR		
70K-006	GREY HARD TRIM		
706-049	BASE LEFT HAND DOOR TRIM		
708-049	BASE RIGHT HAND DOOR TRIM		
772-007	BLACK MATS WITH DOUBLE INSULATION		
785-007	DASH MOUNTED ASH TRAY AND LIGHTER, DRIVER SIDE		
691-001	FORWARD ROOF MOUNTED CONSOLE		
694-009	PASSENGER SIDE WING DASH MOUNTED GLOVE BOX WITH LOCKING DOOR		
693-025	LH AND RH DOOR MAP POCKETS		
741-029	COAT HOOK ON RH BACKWALL OF CAB		
742-032	(1) DOUBLE CUP HOLDER WITH CELL PHONE HOLDER LH OR RH DASH		
680-034	TWO-TONE CHARCOAL UPPER/COOL GRAY LOWER SOFT TOUCH WING DASH WITH BLACK DRIVER SIDE COSMETIC UNDER DASH COVER		
320-004	STANDARD WIRING		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-010	HVAC DUCTING WITH FOAM MAIN FRESH AIR FILTER AND OUTSIDE PRE-FILTER		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		



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Data Code	Description	Weight Front	Weight Rear
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER		
702-002	BINARY CONTROL, R-134A		
739-002	ADDITIONAL CAB SIDEWALL INSULATION	60	10
285-019	AUTOMATIC SELF-RESET CIRCUIT BREAKER IN MAIN DASH POWER DISTRIBUTION BOX AND CIRCUIT BREAKER/FUSE IN AUXILIARY POWER DISTRIBUTION BOXES		
324-076	DOOR ACTIVATED DOME LIGHT, UNDER DASH LIGHT WITH LH AND RH DOOR MOUNTED COURTESY LIGHTS AND LH AND RH READING LIGHTS		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
756-1D9	PREMIUM HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER	40	
760-294	BATTERY BOX MID BACK NON SUSPENSION PASSENGER SEAT		
759-009	INBOARD DRIVER SEAT ARMREST, NO PASSENGER SEAT ARMREST	2	
758-022	BLACK MORDURA CLOTH DRIVER SEAT COVER		
761-023	BLACK MORDURA CLOTH PASSENGER SEAT COVER		
763-003	3 POINT DRIVER AND PASSENGER SEAT BELT RETRACTORS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-020	2-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL(S)		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

### Instruments & Controls

185-004	STANDARD FOOT PEDAL SYSTEM		
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK		
870-005	STAR GAUGES WITH BRIGHT BEZELS		
732-001	BLACK DRIVER INSTRUMENT PANEL		
734-001	BLACK CENTER INSTRUMENT PANEL		
486-001	LOW AIR PRESSURE LIGHT AND BUZZER		
838-001	(1) SINGLE BRAKE APPLICATION AIR GAUGE		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		



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Data Code	Description	Weight Front	Weight Rear
198-024	FILTERMINDER DASH MOUNTED AIR RESTRICTION GAUGE	2	
721-001	97 DB BACKUP ALARM		3
149-012	CRUISE CONTROL SWITCHES IN THE CENTER PANEL		
158-033	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY WITH ECM STARTER LOCKOUT		
811-001	WARNING LAMP/LIGHT BAR DISPLAY, NON-DATA LINKED		
160-025	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-071	ENGINE REMOTE INTERFACE WITH INCREMENT/DECREMENT		
163-013	ENGINE REMOTE INTERFACE CONNECTOR IN CAB BETWEEN DRIVER AND PASSENGER SEATS		
858-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-026	STAR GAUGE ENGINE HOUR METER IN DASH	2	
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-1B0	AM/FM/WB RADIO WITH CD PLAYER, BLUETOOTH AND MICROPHONE, USB, FRONT AND REAR AUXILIARY INPUTS AND J1939	10	
747-002	ROOF/OVERHEAD CONSOLE MOUNTED RADIO		
750-004	(4) RADIO SPEAKERS IN CAB		
748-026	POWER AND GROUND WIRING FOR CB RADIO IN OVERHEAD CONSOLE		
752-018	MULTI-BAND AM/FM/WB/CB DUAL MIRROR MOUNTED ANTENNA SYSTEM	4	
810-043	ELECTRONIC KPH SPEEDOMETER WITH SECONDARY MPH SCALE, WITH ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-998	NO MPH AND/OR RPM GRAPH		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
329-1AV	FOUR IGNITION CONTROLLED EXTRA SWITCHES WITH INDICATOR LIGHT, 10 AMPS, WIRED BETWEEN DRIVER AND PASSENGER SEATS		
836-001	2 INCH VOLTMETER		



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Data Code	Description	Weight Front	Weight Rear
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-015	CAB/TRAILER MARKER LIGHT SWITCH WITH SEPARATE HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-026	VSM NON CANCELING TURN SIGNAL SWITCH WITH INTEGRAL HEADLAMP DIMMER WITH BRAKE OVERRIDE		
298-036	PACIFIC INSIGHT ELECTRONIC FLASHER		

**Design**

065-000 PAINT: ONE SOLID COLOR

**Color**

980-5F6 CAB COLOR A: L0006EB WHITE ELITE BC  
 96J-001 CAB INTERIOR PAINTED SAME AS CAB COLOR  
 986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT  
 966-972 POWDER WHITE (N0008EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)

**Certification / Compliance**

996-002 CANADA CMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

**Secondary Factory Options**

998-001 CORPORATE PDI CENTER IN-SERVICE ONLY  
 999-014 DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE

**TOTAL VEHICLE SUMMARY**

**Weight Summary**

	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>+</sup>	9926 lbs	7347 lbs	17273 lbs
Total Weight <sup>+</sup>	9926 lbs	7347 lbs	17273 lbs





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(+) Weights shown are estimates only.  
If weight is critical, contact Customer Application Engineering.





Appendix 02 to  
Schedule "A" to

**By-law No. 2016-000**

Various nozzles, attachments and components



# Joe Johnson Equipment Inc.

2521 Bowman Street  
Innisfil, Ontario, Canada  
L9S 3V6

Clean Air. Clean Water. Clean Streets.

Ship To:	SAME AS BELOW
	CITY OF TEMISKAMING SHORES 325 FARR DR HAILEYBURY ON P0J 1K0

Branch 01 - INNISFIL		
Date 03/10/2016	Time 16:03:33 (O)	Page 1
Account No. TEMIS001	Phone No. 7056723363	Est. No. 03 009520
Ship Via		Purchase Order VACTOR SPEC.
Salesperson		Salesperson ID JCA / SKL

Attention: MITCH LAFRENIERE

ESTIMATE EXPIRY DATE: 03/24/2016

HST/GST 121730378 RT0001 PST 4300-8925 Dealer # 4524799

## PARTS ESTIMATE • Not An Invoice

Estimate will be honoured for 30 days from the date of the Estimate

Part#	Description	Qty	Price	Amount
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ALL NOZZLES CURRENTLY IN STOCK

KEG HIGH PERFORMANCE NOZZLES AND WARTHOG WG NOZZLE HAVE A  
BULK DISCOUNT - UNTIL APRIL 30TH, 2016

ENVIROSIGHT JETSCAN INCLUDES:  
UNIT, 6 INCH SKID AND 8 INCH SKID

100045-C	1" EQUALIZER NO	1	5463.88	5463.88
100123-C	10 JET FLOOR CL	1	4988.68	4988.68
100063-C	1" RAMBO NOZZLE	1	1450.90	1450.90
100066-S	1/2 RAMBO NOZZL	1	483.85	483.85
100073-C	1" ROTOR NOZZLE	1	1863.54	1863.54
100031-C	TORPEDO NOZZLE	1	2238.81	2238.81
WG-1-2060	WARTHOG W/HEAD	1	2804.72	2804.72
E-JET-SYS-COMBO	JETSCAN CAMERA	1	15091.29	15091.29

Subtotal: 34385.67

Tax: 4470.14

TOTAL: 38855.81

Authorization: \_\_\_\_\_

Joe Johnson Equipment Inc (JJE) is neither responsible nor liable for any loss, damage or injury, however caused, to trucks, units, contents, cargo or person directly or indirectly related to an installation, use or mechanical failure of a part or product. JJE expressly disclaims and is held harmless from any direct losses or consequential losses that may result from the repair or operation of customer operated product or installation / use of a part. JJE is held harmless from any direct losses or consequential losses that may result from late delivery of a part, service or product. JJE makes no assurance whatsoever regarding any desired or intended purpose of a part or product.

BARRIE	CALGARY	CHILE	EDMONTON	HALIFAX	OTTAWA	MONTREAL	TORONTO	WINNIPEG
705.733.7700	403.355.3414	+56 2 24294190	780.469.1584	902.468.7700	613.733.7700	514.353.7700	905.532.0227	204.338.0556

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**Subject:** Centre and Edge Line Roadway  
Marking Services

**Report No.:** PW-014-2016  
**Agenda Date:** April 5, 2016

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### **Attachments**

- Appendix 01:** 2015 Opening Results
- Appendix 02:** Midwestern Line Striping 2015 Invoice
- Appendix 03:** Draft Agreement
- Appendix 04:** Attachment to Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-014-2016;
2. That Council approves the extension of the 2015 Centre and Edge Line Painting Services contract with *Midwestern Line Striping* for 2016 and directs staff to prepare the necessary by-law to enter into an agreement with *Midwestern Line Striping* for the completion of the 2016 Roadway Centre and Edge Line Painting at a cost of \$0.228 (plus HST) per linear metre of painted line marking for consideration at the April 5, 2016 Regular Council meeting.

### **Background**

Each year the City of Temiskaming Shores procures the services of qualified contractors for the supply and application of Roadway Centre and/or Edge Line Painting services at various locations within the City of Temiskaming Shores.

The work shall consist generally of retracing existing pavement markings comprised of centre line (yellow) and edge line (white) markings. The edge markings for the STATO Trail, along Lakeshore Road, are also included in the tender.

In 2015 the Tender documents were prepared and Tender PWO-TEN-003-2015 was distributed to previous and known potential bidders with closing date at 2:00 p.m. on May 21, 2015. Included in the Tender was an option for the City and successful contractor to enter into an extension for the following year at the same unit cost, if both parties were in agreement. **Appendix 01** includes the original Tender Results and was the basis for the Agreement entered into on June 2, 2015.

### **Analysis**

Midwestern Line Striping Inc. has completed the work for the City on two separate occasions in the recent past. Although there were some slight issues with the placement

of centre lines in two locations last year, steps have been taken to reduce the misunderstanding of the placement of the lines in future years.

The quality of the work is comparable to that of other qualified contractors and the service is more than acceptable. The work is typically completed within three days of being scheduled.

Midwestern has provided actual calibrated measurements for the work completed and it appears to be less than that which has been provided for in the Tender documents. Payment is based on the work performed and not the estimated quantity that was included in the original Contract Agreement. **(Appendix 02)**

This report was presented to and discussed at the Public Works Committee meeting held on March 24<sup>th</sup> 2016, and received support for presentation to Council at the April 5<sup>th</sup>, 2016 Regular Council meeting.

### **Financial / Staffing Implications**

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

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

The total actual cost for the work performed in 2015 was \$28,423.94 in comparison with the approved contract, inclusive of non-refundable HST, which was valued at \$35,133.

The cost for Roadway Line Painting is within the approved and allotted budget for roadway maintenance.

### **Alternatives**

Although the City has an option to re-tender the work for 2016, this alternative is not being considered.

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
G. Douglas Walsh, CET  
Director of Public Works

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

Document Title: **PWO-RFT-003-2015**

Opening Date: **May 21, 2015**

Opening Time: **2:00 pm**

Description: **Roadway Centre and Edge Line Painting**

Inquiry Contact: **G. Douglas Walsh, Director of Public Works**

Form of Proposal

Bidder: *MILLER PAVING*

Item No. 1 – 68,991 m:	17,247.75
Item No. 2 – 82,437 m:	20,609.25
Sub-Total:	37,857.00
HST:	4,921.41
Total:	42,778.41

Non Collusion Affidavit  Conflict of Interest  AODA

Bidder:

Item No. 1 – 68,991 m:	
Item No. 2 – 82,437 m:	
Sub-Total:	
HST:	
Total:	

Non Collusion Affidavit  Conflict of Interest  AODA

Bidder: *MID WESTERN LINE*

Item No. 1 – 68,991 m:	15,729.95
Item No. 2 – 82,437 m:	18,795.64
Sub-Total:	34,525.59
HST:	4,488.33
Total:	39,013.92

Non Collusion Affidavit  Conflict of Interest  AODA

Bidder:

Item No. 1 – 68,991 m:	
Item No. 2 – 82,437 m:	
Sub-Total:	
HST:	
Total:	

Non Collusion Affidavit  Conflict of Interest  AODA

Bidder:

Item No. 1 – 68,991 m:	
Item No. 2 – 82,437 m:	
Sub-Total:	
HST:	
Total:	

Non Collusion Affidavit  Conflict of Interest  AODA

Bidder:

Item No. 1 – 68,991 m:	
Item No. 2 – 82,437 m:	
Sub-Total:	
HST:	
Total:	

Non Collusion Affidavit  Conflict of Interest  AODA

Comment: Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

**Print Name**  
*GARY WADGE*  
*Christopher Oslund*  
*LINDA MCKNIGHT*

**Representing**  
*CITY OF T.S.*  
*"*  
*"*

**Signature**  
*Gary Wade*  
*C. Oslund*  
*L. McKnight*

**MIDWESTERN  
LINE-STRIPING INC.**

Box 159  
416310, 10<sup>th</sup> Line  
Clarksburg, Ontario N0H 1J0  
519-599-2775  
519-599-4578 Fax

**INVOICE 2015-101**

**DATE:** JULY 29, 2015

THE CITY OF TEMISKAMING SHORES  
BOX 2050  
HAILEYBURY, ONTARIO  
P0J 1K0

705-672-3363  
705-672-3200-FAX

**LOCATION:** THE CITY OF TEMISKAMING SHORES

**ATTENTION:** ACCOUNT PAYABLE

**CONTRACT:** PWO-RFT-003-2015

**BY-LAW #:** 2015-119

**PAVEMENT MARKINGS:**

<b>ITEM #1</b>		
52400LM	@\$.228/LM	\$11,947.20
<b>ITEM #2</b>		
27893LM	@\$.228/LM	\$ 6,359.60
35568LM	@\$.228/LM	\$ 8,109.50
(71,136M)		

NOTE: THIS IS FOR LM OF PAINT APPLIED TO ROAD

TOTAL..... \$26,416.30  
HST..... \$ 3,434.12  
TOTAL..... \$29,850.42  
HST #868 957 663

Resolution No. \_\_\_\_\_

Approved by: 

Charge to: 1.0610.3123.4.03.3470

The Corporation of the City of Temiskaming Shores  
By-law No. 2016-000

Being a by-law to enter into an agreement with  
Midwestern Line Striping Inc. for the Supply of  
Roadway Centre and Edge Line Painting Services  
within the City of Temiskaming Shores

**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-014-2016 at the April 5<sup>th</sup>, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Midwestern Line Striping Inc. for the completion of the 2016 Roadway Centre and Edge Line Painting at a cost of \$0.228 (plus HST) per linear metre of painted line marking for consideration at the April 5<sup>th</sup>, 2016 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Midwestern Line Striping Inc. for the completion of the 2016 Roadway Centre and Edge Line Painting Services at various locations in the City of Temiskaming Shores, at a cost of \$0.228 per linear metre of painted line marking, 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 5<sup>th</sup> day of April, 2016.**

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Mayor – Carman Kidd

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Clerk – David B. Treen



Schedule "A" to

**By-law 2016-000**

Agreement between

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

and

**Midwestern Line Striping Inc.**

for the completion of the 2016 Roadway Centre and  
Edge Line Painting Services

**This agreement** made in duplicate this 5<sup>th</sup> day of April 2016.

Between:

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

and

**Midwestern Line Striping Inc.**  
(hereinafter called “the Contractor”)

Witnesseth:

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

**Article I:**

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores  
Supply of Roadway Centre and Edge Line Painting Services  
Tender No. PWO-RFT-003-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents, attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Engineer, all the work by **September 30<sup>th</sup>, 2016.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Twenty-two and Eight/Tenths of a Cent (\$0.228) per painted linear metre, 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.

**Article III:**

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

**Article IV:**

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

**Midwestern Line Striping Inc.**  
P.O. Box 159  
Clarksburg, ON;  
N0H 1J0

The Owner

**Corporation of the City of  
Temiskaming Shores**  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

The Director:

**The Director of Public Works  
City of Temiskaming Shores**  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

**Remainder of this page intentionally left blank**

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

Signed and Sealed in )  
the presence of )

Contractor )  
(if applicable) )

Municipal Seal )

**Midwestern Line Striping Inc.**

\_\_\_\_\_  
President – Sharon Harbottle

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Corporation of the City of Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

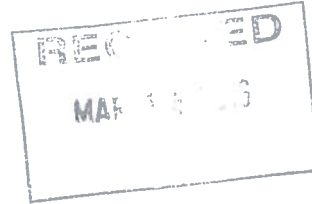


Appendix 01 to  
Schedule "A" to  
**By-law No. 2016-000**  
Form of Agreement

Office of the Director  
Public Works  
P.O. Box 2050  
325 Farr Dr.  
Haileybury, ON P0J 1K0  
Website: [www.temiskamingshores.ca](http://www.temiskamingshores.ca)



D. Walsh  
Director of Public Works  
(705) 672-3363 Ext. 4126  
[dwalsh@temiskamingshores.ca](mailto:dwalsh@temiskamingshores.ca)



Midwestern Line Striping  
Attention: Sheila Baker

Re: Contract # PWO-RFT-003-2015

Description: Centre and edge line painting services

Further to your request letter dated February 10<sup>th</sup>, 2016, The City is considering exercising the extension clause on page 19 of this contract for a one (1) year period to expire on June 24<sup>th</sup>, 2016. Subject to all terms and conditions of above referenced tender and further...the City would like to add the requirement for pre-marking and obtaining City approval prior to paint application. See Addendum for new provision. Should you find this agreeable;

Please complete the bottom portion of this form and return as soon as possible, but no later than March 18<sup>th</sup>, 2016. Thank you for your prompt attention to this matter. Should you have any questions or wish to discuss this further, please feel free to call me at 705-672-3363, extension 4126.

Best regards,

Doug Walsh  
Director of Public Works

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Check one of the following boxes, sign and return by fax or email to (705) 672-2911 or email: [dwalsh@temiskamingshores.ca](mailto:dwalsh@temiskamingshores.ca)

I acknowledge the above information and will agree to extend the above mentioned contract and the contract prices until June 24<sup>th</sup>, 2016.

I acknowledge the above information and will agree to extend the above mentioned contract until June 24<sup>th</sup>, 2016 but at the revised contract prices hereby enclosed for consideration (please attach information including justification for a price increase).

I do not wish to extend my contract with the City.

Print Name: Sharon Harbottle

Signed: [Signature] Dated: March 7/16

Please confirm your GST/HST Registration #: 868 957 663

**To update our files, please provide a current copy of your WSIB Certificate and Certificate of Insurance**



# ADDENDUM

Tender PWO-RFT-003-2015

For Roadway Centre Line and Edge Line Painting

**Whereas** - The City of Temiskaming Shores wishes to incorporate a new provision within the scope of work, (Page 18)

Please be advised that... For the sake of this contract the City requires that; the work shall consist of retracing and pre-marking existing 10cm wide pavement markings comprised of 68,991 linear metres of yellow centre line roadway markings as well as 82,437 linear metres of white edge line commencing at north boundary limits of Temiskaming Shores and ending at southern boundary limit.

The work shall be pre-marked and written approval or clearance obtained from the City's Road Supervisor or his designate prior to application of paint.

The City regrets any inconvenience this may cause. Thank You for your time.

Please acknowledge receipt of this addendum by signing below and returning copy of same by fax to

**Gary Wadge**  
**Public Works Clerk**  
**FAX # (705) 647-9632**

I hereby acknowledge receipt of this addendum, understand and shall make allowances for the change.



SIGNED



PLEASE PRINT

*Midwestern Line Striping Inc*  
COMPANY



**CSIO CERTIFICATE OF INSURANCE**

DATE (YY/MM/DD)  
March 9, 2016

**BROKER**  
Howard Noble Insurance Limited  
1 Hurontario St, P O Box 205  
Collingwood, Ontario L9Y 3Z6

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

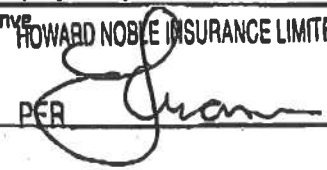
**INSURED**  
Midwestern Line-Stripping Inc a/o Valley Holdings Inc  
& Sharon Harbottle  
416310 Tenth Line Box 159  
Clarksburg, Ontario N0H 1J0

COMPANIES AFFORDING COVERAGE	
COMPANY A	Economical Insurance Group
COMPANY B	
COMPANY C	

**COVERAGES**  
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. **LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (YY/MM/DD)	POLICY EXPIRATION DATE (YY/MM/DD)	LIMITS	
A	GENERAL LIABILITY	004719458	Dec 14, 2015	Dec 14, 2016	EACH OCCURRENCE	\$5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE	
	<input type="checkbox"/> CLAIMS MADE				PRODUCTS - COM/PROP AGG	\$5,000,000
	<input checked="" type="checkbox"/> OCCURRENCE				PERSONAL INJURY	\$5,000,000
	TENANT'S LEGAL LIABILITY				TENANT'S LEGAL LIABILITY	\$250,000
	NON-OWNED				MED EXP (Any One Person)	\$25,000
	HIRED				NON-OWNED	\$5,000,000
	<b>AUTOMOBILE LIABILITY</b>					
<input type="checkbox"/> DESCRIBED AUTOMOBILES				BODILY INJURY (Per person)		
<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)		
<input type="checkbox"/> LEASED AUTOMOBILES				PROPERTY DAMAGE		
<b>EXCESS LIABILITY</b>				EACH OCCURRENCE		
<input type="checkbox"/> UMBRELLA FORM				AGGREGATE		
<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
<b>OTHER</b>						

ADDITIONAL INSURED	DESCRIPTION OF OPERATIONS / LOCATIONS / AUTOMOBILES / SPECIAL ITEMS
City of Temiskaming Shores The above are shown as additional insured but only with respect to the legal liability arising out of the operation of the Named Insured.	Line Painting And Sweeping

CERTIFICATE HOLDER	CANCELLATION
City of Temiskaming Shores P.O. Box 2050 325 Farr Drive Haileybury, Ontario, P0J 1K0	Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
	AUTHORIZED REPRESENTATIVE HOWARD NOBLE INSURANCE LIMITED Jessica Cramer PER 



**eClearance**

**Clearance Certificate**

Clearance Certificate Generation Result

Contractor Legal / Trade Name	Contractor Address	Contractor Classification Unit and Description	Clearance Certificate Number	Validity period (dd-mm-yyyy)	Principal Legal / Trade Name	Principal Address
MIDWESTERN LINE STRIPING INC	PO BOX 159, 416310 10TH LINE, CLARKSBURG, ON, N0H1J0, CA	4275-001: Painting and Decorating	E2000008ZDE1	09-Mar-2016 - 19-May-2016	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES / PARENT ACCOUNT	PO BOX 2050, HAILEYBURY, ON, P0J1K0, CA

**Subject:** Boardwalk Upgrades - Haileybury  
Waterfront

**Report No.:** PW-015-2016  
**Agenda Date:** April 5, 2016

**Attachments**

- Appendix 01:** Opening Results
- Appendix 02:** Draft Agreement

**Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-015-2016; and
2. That Council directs staff to prepare the necessary by-law and agreement with SLE Construction for paving stone walkway upgrades, as detailed in Request for Proposal PW-RFP-005-2016 at an upset limit \$49,140 plus applicable taxes for consideration at the April 5, 2016 Regular Council meeting.

**Background**

Though not originally included as part of the waterfront upgrades project, City staff recommended, that with some of the approved projects coming in under budget, there were a few other waterfront projects that could be completed within the allotted budget. The paving stone walkway in Haileybury, that runs on top of the break walls, is in need of repairs due to the deterioration of the timber frames and weeds growing up through the interlock stone. As part of this project approximately 1,800 lineal meters of the existing walkway was recommended for repairs.

Request for Proposal PW-RFP-005-2016 was distributed to known suppliers and advertised in the City's Bulletin and on the Web Site.

**Analysis**

Seven (7) submissions were received in response to the Request for Proposals prior to the closing date of March 15<sup>th</sup>, 2016 at 2:00 p.m.

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 01 – Opening Results** summarizes the results of the responses received and are summarized as follows:

Vendor	Sub-Total	HST	Total Cost
SLE Construction	\$49,140.00	\$864.86	\$50,004.86

Rivard Bros.	\$104,650.00	\$1,841.84	\$106,491.84
Tobler Construction	\$38,000.00	\$668.80	\$38,668.80
Reasbeck Construction	\$127,100.00	\$2,236.96	\$129,336.96
Pedersen Construction	\$141,040.00	\$2,482.30	\$143,522.30
James Lathem Excavating	\$62,692.00	\$1,103.38	\$63,795.38
South Wabi Sawmill	\$72,000.00	\$1,088.24	\$73,267.20

The proposal received by SLE Construction was in fact the second lowest proposal; however, City staff was not confident that the contractor with the lowest proposed price could fulfil the obligations required in this project.

This report was presented to and discussed at the Building Maintenance Committee meeting held on March 24<sup>th</sup>, 2016 and received support for presentation to Council at the April 5<sup>th</sup>, 2016 Regular Council meeting.

**Financial / Staffing Implications**

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

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

A total of \$120,900 was budgeted in General Capital for waterfront upgrades which includes, walkway upgrades at the Haileybury Marina, upgrades to the waterslide and washrooms at the Haileybury Beach, as well as upgrades to the Haileybury Marina gates. Ninety (90) percent of the cost of this project is covered through the Waterfront Upgrades funding dollars. With the non-refundable HST, the walkway upgrades project cost is estimated to be \$50,004.86. The other three components within the waterfront upgrades are still to be advertised and the total costs are unknown at this time

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and approved by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

\_\_\_\_\_  
 Mitch Lafreniere  
 Manager of Physical Assets

\_\_\_\_\_  
 G. Douglas Walsh, CET  
 Director of Public Works

\_\_\_\_\_  
 Christopher W. Oslund  
 City Manager

Document Title: **PW-RFP-005-2016**

Opening Date: **March 15, 2016**

Inquiry Contact: **Mitch Lafreniere**

Opening Time: **2:00 pm**

Description: **Boardwalk Upgrades – Haileybury Waterfront**

Form of Proposal

This is a Request for Proposal with no formal proposal form to be completed; each bidder submits a price along with specific information based on their proposal. Proposals are evaluated based on a pre-determined set of evaluation criteria.

Bidder: SLE ROOFING + CONSTRUCTION

Wood Replacement (1,800 m):	39,600. <sup>00</sup>
Relay Stone (m <sup>2</sup> ):	9,540. <sup>00</sup>
Sub-total:	49,140. <sup>00</sup>
Total (incl. HST):	55,528. <sup>20</sup>

Notes:

Bidder: RIVARD BROTHERS LTD.

Wood Replacement (1,800 m):	70,200. <sup>00</sup>
Relay Stone (m <sup>2</sup> ):	34,450. <sup>00</sup>
Sub-total:	104,650. <sup>00</sup>
Total (incl. HST):	118,254. <sup>50</sup>

Notes:

Bidder: TOBLER'S CONTRACTING

Wood Replacement (1,800 m):	30,000. <sup>00</sup>
Relay Stone (m <sup>2</sup> ):	8,000. <sup>00</sup>
Sub-total:	38,000. <sup>00</sup>
Total (incl. HST):	42,940. <sup>00</sup>

Notes:

Bidder: REASBECK CONSTRUCTION

Wood Replacement (1,800 m):	90,000. <sup>00</sup>
Relay Stone (m <sup>2</sup> ):	37,100. <sup>00</sup>
Sub-total:	127,100. <sup>00</sup>
Total (incl. HST):	143,623. <sup>00</sup>

Notes:

Bidder: JAMES LATHAM

Wood Replacement (1,800 m):	34,920. <sup>00</sup>
Relay Stone (m <sup>2</sup> ):	27,772. <sup>00</sup>
Sub-total:	62,692. <sup>00</sup>
Total (incl. HST):	70,841. <sup>96</sup>

Notes:

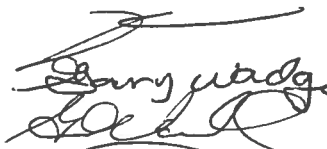
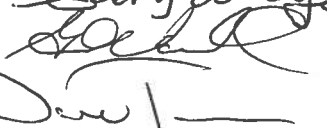

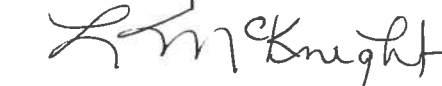
Bidder: PEDERSEN CONSTRUCTION

Wood Replacement (1,800 m):	89,100. <sup>00</sup>
Relay Stone (m <sup>2</sup> ):	51,940. <sup>00</sup>
Sub-total:	141,040. <sup>00</sup>
Total (incl. HST):	159,375. <sup>20</sup>

Notes:

Comment: Since this is a Request for Proposal all submissions are required to be evaluated based on the pre-determined evaluation criteria. Therefore submissions will be reviewed for errors, omissions, accuracy and other criteria by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

<i>Print Name</i>	<i>Representing</i>	<i>Signature</i>
Tammie Caldwell	T. Shaes	
Gary Wadge	T.S.	
Don Wurst	T.S.	
Dave Treben	T.S.	
LINDA MCKNIGHT	T.S.	

Document Title: **PW-RFP-005-2016**

Opening Date: **March 15, 2016**

Inquiry Contact: **Mitch Lafreniere**

Opening Time: **2:00 pm**

Description: **Boardwalk Upgrades – Haileybury Waterfront**

Form of Proposal

This is a Request for Proposal with no formal proposal form to be completed; each bidder submits a price along with specific information based on their proposal. Proposals are evaluated based on a pre-determined set of evaluation criteria.

Bidder: **FSOUTH WAB SAWMILL**

Wood Replacement (1,800 m):	36,000. <sup>00</sup>
Relay Stone (m <sup>2</sup> ):	36,000. <sup>00</sup>
Sub-total:	72,000. <sup>00</sup>
Total (incl. HST):	81,360. <sup>00</sup>

Notes:

Bidder:

Wood Replacement (1,800 m):	
Relay Stone (m <sup>2</sup> ):	
Sub-total:	
Total (incl. HST):	

Notes:

Bidder:

Wood Replacement (1,800 m):	
Relay Stone (m <sup>2</sup> ):	
Sub-total:	
Total (incl. HST):	

Notes:

Bidder:

Wood Replacement (1,800 m):	
Relay Stone (m <sup>2</sup> ):	
Sub-total:	
Total (incl. HST):	

Notes:

Bidder:

Wood Replacement (1,800 m):	
Relay Stone (m <sup>2</sup> ):	
Sub-total:	
Total (incl. HST):	

Notes:

Bidder:

Wood Replacement (1,800 m):	
Relay Stone (m <sup>2</sup> ):	
Sub-total:	
Total (incl. HST):	

Notes:

Comment: Since this is a Request for Proposal all submissions are required to be evaluated based on the pre-determined evaluation criteria. Therefore submissions will be reviewed for errors, omissions, accuracy and other criteria by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

**Print Name**

**Representing**

**Signature**

The Corporation of the City of Temiskaming Shores  
By-law No. 2016-000

Being a by-law to enter into an Agreement with  
Stephane Laferriere Enterprise (SLE) for Boardwalk  
Upgrades at the Haileybury Waterfront

**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-015-2016 at the April 5, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Stephane Laferriere Enterprise (SLE) for Boardwalk Upgrades at the Haileybury Waterfront at an upset limit of \$49,140 plus applicable taxes for consideration at the April 5, 2016 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Stephane Laferriere Enterprise (SLE) for Boardwalk Upgrades at the Haileybury Waterfront at an upset limit of \$49,140 plus applicable taxes, 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 5<sup>th</sup> day of April, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2016-000**

Agreement between

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

and

**Stephane Laferriere Enterprise (SLE)**

for Boardwalk Upgrades at the Haileybury Waterfront



**This agreement** made in duplicate this 5<sup>th</sup> day of April, 2016.

Between:

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

and

**Stephane Laferriere Enterprise (SLE)**  
(hereinafter called “the Supplier”)

Witnesseth:

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

**Article I:**

The Supplier will:

- a) Provide Boardwalk Upgrades at the Haileybury Waterfront 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-002-2016)  
Supply and Delivery of New Service Vehicle**

- b) Do and fulfill everything indicated by this Agreement, Request for Proposal (PW-RFP-002-2016) and in the Specification attached hereto as Appendix 01 attached hereto and forming part of this agreement.

**Article II:**

The Owner will:

- a) Pay the Supplier in lawful money of Canada for Boardwalk Upgrades based on the following, plus applicable taxes:

<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
Linear metre of wood replacement (1,800 m):	\$ 22/m	\$ 39,600.00
Relay stone (530 m <sup>2</sup> ):	\$18/m <sup>2</sup>	\$ 9,540.00

- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if

sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Supplier:

**Stephane Laferriere Enterprise (SLE)**  
254 Robert Street  
New Liskeard, Ontario  
P0J 1P0

Attn.: Stephane Laferriere

The Owner:

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

Attn.: Mitch Lafreniere

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

Signed and Sealed in )  
the presence of )

Supplier's Seal )  
(if applicable) )

Municipal Seal )

**Stephane Laferriere Enterprise (SLE)**

\_\_\_\_\_  
Owner – Stephane Laferriere

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2016-000**

Form of Agreement

for Boardwalk Upgrades at the Haileybury Waterfront





**City of Temiskaming Shores**  
**PW-RFP-005-2016**  
Boardwalk Upgrades Haileybury Waterfront

PW-RFP-005-2016

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Stephane La Ferrière  
(Registered Company Name/Individuals Name)

of, 254 Robert st. POJ 1P0  
(Registered Address and Postal Code)

Business:

Phone Number (205) - 648-3926

Fax Number ( ) - \_\_\_\_\_

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

	Quantity	Unit price	Total
Price per ln. m. for wood	1,800	\$ <u>22</u>	\$ <u>39 600</u>
Price per sq. m. to relay stone	530	\$ <u>18</u>	\$ <u>9 540</u>
Sub-Total			\$ <u>49 140</u>
Total including HST			\$ <u>55 528, 20</u>



**Proposal Evaluation Criteria**

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

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

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 vehicles.	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-005-2016**

**Boardwalk Upgrades Haileybury Waterfront**

**NON COLLUSION AFFIDAVIT**

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

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

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

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

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

Signed

Company Name

Stéphane Laperrière Entreprise (SLE)

Title

Owner



**City of Temiskaming Shores  
PW-RFP-005-2016**

**Boardwalk Upgrades Haileybury Waterfront**

**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 12 odoch this 14 day of March, 2016.

FIRM NAME:

Stephane Laferriere Enterprise

BIDDER'S AUTHORIZED OFFICIAL:

Stephane Laferriere

TITLE:

Owner

SIGNATURE:





# CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS		2. INSURED'S FULL NAME AND MAILING ADDRESS	
City Of Temiskaming Shores		Stephane Laferriere	
325 Farr Dr.		254 Robert St.	
Haileybury, ON	POSTAL CODE P0J1K0	New Liskeard, ON	POSTAL CODE P0J 1P0

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

4. COVERAGES  
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE Date YYYY/MM/DD	EXPIRY Date YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> CROSS LIABILITY  <input type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES	Aviva HAR 81624664	15/10/17	16/10/17	COMMERCIAL GENERAL LIABILITY		
				BODILY INJURY AND PROPERTY DAMAGE LIABILITY		2000000
				- GENERAL AGGREGATE		
				- EACH OCCURRENCE		2000000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		2000000
				<input type="checkbox"/> PERSONAL INJURY LIABILITY		
				OR <input type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		
				MEDICAL PAYMENTS		
				TENANTS LEGAL LIABILITY		
				POLLUTION LIABILITY EXTENSION		
NON OWNED AUTOMOBILE						
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				EACH OCCURRENCE		
				AGGREGATE		
<b>OTHER LIABILITY (SPECIFY)</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>						

5. CANCELLATION  
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 0 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS		7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (but only with respect to the operations of the Named Insured)	
Paul Ayotte Insurance Brokers			
514 Ferguson Avenue			
Haileybury, ON	POSTAL CODE P0J 1K0		
BROKER CLIENT ID: LAFEST1			

8. CERTIFICATE AUTHORIZATION		CONTACT NUMBER(S)	
ISSUER Aviva		TYPE Business NO. 705-672-2125 TYPE Fax NO. 705-672-3901	
AUTHORIZED REPRESENTATIVE Roger Gregoire		TYPE NO. TYPE NO.	
SIGNATURE OF AUTHORIZED REPRESENTATIVE Roger Gregoire		DATE 16/03/14	EMAIL ADDRESS r.gregoire@paib.ca



Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd- mmm-yyyy) / Période de validité (jj/mm/aaaa)
STEPHANE LAFERRIERE / STEPHANE LAFERRIERE ENTERPRISE	254 ROBERT ST. BOX 511, NEW LISKEARD, ON, P0J1P0, CA	4235-000: Roof Shingling 4232-000: Siding Work	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES / PARENT ACCOUNT	PO BOX 2050, HAILEYBURY, ON, P0J1K0, CA	W2000008ZNAO	14-Mar-2016 to 19- May-2016

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**Subject:** Rental Motor Graders – Nortrax Canada

**Report No.:** PW-016-2016

**Agenda Date:** April 5, 2016

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### **Attachments**

**Appendix 01:** RFQ Results

**Appendix 02:** Draft Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-016-2016;
2. That Council directs staff to prepare the necessary by-law and agreement for the rental of two graders, as detailed in Request for Proposal PW-RFQ-005-2016 from Nortrax Canada at a cost of \$5,930 per unit per month for the period of November 1, 2016 to March 31, 2017, plus applicable taxes for consideration at the April 5, 2016 Regular Council meeting; and
3. That Council approves, in principle the extension of the Agreement for an additional five – five month rental periods beginning on or about November 1, 2017 and ending on or about March 31, 2021.

### **Background**

In conjunction with the Asset Management and Fleet Replacement Plan, City staff has deemed it necessary to replace two aging Motor Graders. Currently the Public Works Dept. have 5 graders in our fleet, two of which are used exclusively during the winter months. City staff have recommended that we surplus two of the existing fleet, and consider the rental of two for 5 months each winter season. This will not only decrease our fleet when the equipment is required, but should save money on capital expenditures and maintenance costs. Council considered this proposal during the 2016 Budget deliberation process and approved, in principle, the rental of two graders for maintenance purposes during the winter season.

Request for Quote PW-RFQ-005-2016 was distributed to known suppliers and advertised in the City's Bulletin and on the Web Site.

### **Analysis**

One (1) submission was received in response to the Request for Quote prior to the closing date of March 22, 2016 at 2:00 p.m.

The proposal was reviewed and evaluated in accordance to the requirements of the RFQ and the deliverables to be provided by the successful service provider. **Appendix 01 – RFQ Results** summarizes the results of the responses received and are summarized as follows:

Vendor	Rental/mnth/unit	HST	Total Cost
Nortrax	\$5,930.00	\$104.39	\$6,034.39

As part of this RFQ, City staff, haS negotiated the option to continue a contract with the supplier over a five (5) year period. The pricing provided by the supplier is summarized as follows:

Period	Rental/mnth/unit	HST	Total Cost
Nov 2016 to Mar 2017	\$5,930.00	\$104.39	\$6,034.39
Nov 2017 to Mar 2018	\$6,080.00	\$107.01	\$6,187.01
Nov 2018 to Mar 2019	\$6,230.00	\$109.65	\$6,339.65
Nov 2019 to Mar 2020	\$6,380.00	\$112.29	\$6,492.29
Nov 2020 to Mar 2021	\$6,530.00	\$114.93	\$6,644.93

This extension in the contract would guarantee the best possible price option for the City by committing to a long-term agreement, with the option for the City to opt out at any given time with no penalty.

This report was presented to and discussed at the Building Maintenance Committee meeting held on March 24<sup>th</sup> 2016, and received support for presentation to Council at the April 5<sup>th</sup>, 2016 Regular Council meeting.

**Financial / Staffing Implications**

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

**Alternatives**

No alternatives were considered.

**Submission**

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

“Original signed by”

Mitch Lafreniere  
 Manager of Physical Assets

“Original signed by”

G. Douglas Walsh, CET  
 Director of Public Works

“Original signed by”

Christopher W. Oslund  
 City Manager

Document Title: **PW-RFQ-005-2016**

Opening Date: **March 22, 2016**

Inquiry Contact: **Mitch Lafreniere**

Opening Time: **2:00 pm**

Description: **Supply and Delivery of Motor Grader - Rental**

Form of Proposal

Bidder: **NORTRAX**

Tandem Drive Grader (Monthly):	\$ 6,850 <sup>00</sup>
6 Wheel Drive Grader (Monthly):	6,850 <sup>00</sup> /mth
Sub-Total:	68,500 <sup>00</sup>
HST:	8,905 <sup>00</sup>
Total:	77,405 <sup>00</sup>

Bidder:

Tandem Drive Grader (Monthly):	
6 Wheel Drive Grader (Monthly):	
Sub-Total:	
HST:	
Total:	

Bidder:

Tandem Drive Grader (Monthly):	
6 Wheel Drive Grader (Monthly):	
Sub-Total:	
HST:	
Total:	

Bidder:

Tandem Drive Grader (Monthly):	
6 Wheel Drive Grader (Monthly):	
Sub-Total:	
HST:	
Total:	

Bidder:

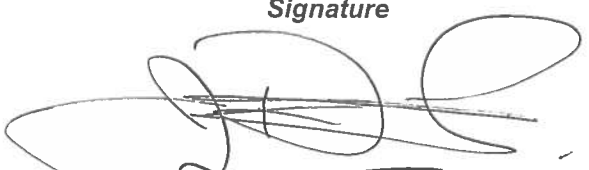

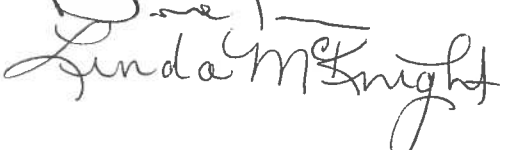
Tandem Drive Grader (Monthly):	
6 Wheel Drive Grader (Monthly):	
Sub-Total:	
HST:	
Total:	

Bidder:

Tandem Drive Grader (Monthly):	
6 Wheel Drive Grader (Monthly):	
Sub-Total:	
HST:	
Total:	

Comment: Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

<i>Print Name</i>	<i>Representing</i>	<i>Signature</i>
JAMIE DiFRANCESCO	NORTRAX	
DAVE TREEN	CITY TEM. SHORES	
LINDA MCKNIGHT	C of T. S.	

The Corporation of the City of Temiskaming Shores

By-law No. 2016-000

Being a by-law to enter into a Rental Agreement  
with Nortrax Canada for the rental of two Graders

**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-016-2016 at the April 5, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Rental Agreement with Nortrax Canada for the rental of two graders as detailed in Request for Proposal PW-RFQ-005-2016 at a rental rate of \$5,930 per month per unit (plus applicable taxes) for the period from November 1<sup>st</sup> to March 31<sup>st</sup> for consideration at the April 5, 2016 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 Rental Agreement with Nortrax Canada for the rental of two (2) graders at a rate of \$5,930 per month per unit (plus applicable taxes) 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 5<sup>th</sup> day of April, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2016-000**

Equipment Purchase Agreement between

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

and

**Nortrax Canada**

for the rental of two (2) motor graders

**This agreement** made in duplicate this 5<sup>th</sup> day of April, 2016.

Between:

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

and

**Nortrax Canada**  
(hereinafter called "the Supplier")

Witnesseth:

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

**Article I:**

The Supplier will:

- a) Provide two (2) Motor Graders on a rental basis 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-RFQ-005-2016)  
Rental of Grader**

- b) Do and fulfill everything indicated by this Agreement and in the Specification attached hereto as Appendix 01 and forming part of this agreement.

**Article II:**

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the rental of two (2) graders based on the following criteria:

<b>Period</b>	<b>Rental/mnth/unit</b>	<b>HST</b>	<b>Total Cost</b>
Nov 2016 to Mar 2017	\$5,930.00	\$104.39	\$6,034.39
Nov 2017 to Mar 2018	\$6,080.00	\$107.01	\$6,187.01
Nov 2018 to Mar 2019	\$6,230.00	\$109.65	\$6,339.65
Nov 2019 to Mar 2020	\$6,380.00	\$112.29	\$6,492.29
Nov 2020 to Mar 2021	\$6,530.00	\$114.93	\$6,644.93

- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.



Article III:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Supplier:

**Nortrax Canada**  
199 Mumford Rd. Unit F  
Sudbury, Ontario  
P3Y 1L2

Attn.: Tisyn Milne

The Owner:

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

Attn.: Mitch Lafreniere

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

Signed and Sealed in )  
the presence of )

Supplier's Seal )  
(if applicable) )

Municipal Seal )

**Nortrax Canada**

\_\_\_\_\_  
General Manager - Dean Derro

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2016-000**

Form of Agreement

Rental of Grader



**Organization:**

Please provide the following information concerning your organization.

Type of Entity:

(Corporation) NORTRAX CANADA INC.

(Partnership) \_\_\_\_\_

(Individual) \_\_\_\_\_

(Other) \_\_\_\_\_

Name of Principal, Owners or Partner: NORTRAX CANADA INC.

Years of Service: 9 YEARS - NORTRAX - PRIOR - ONTRAC EQUIPMENT INC. 20+ YEARS

Name & Position with Organization: JAMIE DiFRANCESCO - TERRITORY MANAGER

Number of years this organization has been in business: 20+ YEARS

Have members of this organization operated under former names/businesses?

Yes  No

If "yes," list name, type of entity and names of principal, owners or partners.

ONTRAC EQUIPMENT INC. - MARVIN MAUNULA - Owner/CEO

## Respondent Information Form

RESPONDENTS must complete this form and include with the Proposal Submission  
Please ensure all information is legible.

1.	Respondent's Main Contact Individual	JAMIE DiFRANCESCO
2.	Address	199 MUMFORD Rd. Unit F LIVELY, ONT P3Y 1L2
3.	Office Phone #	705-692-7272
4.	Toll Free #	855-952-7272
5.	Cellular #	705-690-9101
6.	Pager #	
7.	Fax #	705-692-1420
8.	e-mail address	Jamie.difrancesco@NORTRAX.COM
9.	Website	WWW.NORTRAX.COM
10.	Tax Account #	
11.	Manufacturer ISO Certified?	<span style="border: 1px solid black; border-radius: 50%; padding: 2px;">YES</span> NO

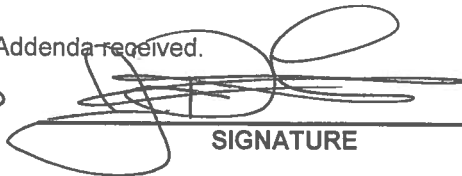
### Acknowledgement To Receipt Of Addenda

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addendum(s)

<u>ADDENDUM #</u>	<u>DATE RECEIVED</u>
# _____	_____
# _____	_____
# _____	_____

Check here if NO Addenda received.

JAMIE DiFRANCESCO  
RESPONDENT

  
SIGNATURE

March 22<sup>nd</sup> 2016  
DATE



PW-RFQ-005-2016

To the City of Temiskaming Shores, hereafter called the "Owner":

I/WE NORTRAX CANADA INC.

the undersigned declare:

1. THAT I/WE have carefully examined the locality and site of the proposed Works, as well as all the Contract Document (Health & Safety Regulations) relating thereto, prepared, submitted and rendered available by the Owner, by and on behalf of the Municipality and hereby acknowledge the same to be part and parcel of any Contract to be let for the Work therein described or defined.
2. THAT no Person(s), Firm or Corporation other than the one whose signature(s) of whose proper officers and the seal is or are attached below has any interest in this Bid or in the Contract proposed to be taken.
3. THAT this Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
4. I/WE represent that no member of Council, and no officer or employee of the Owner, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said contract, or in the supplies, Work or business in connection with the said contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from.
5. THAT the several matters stated in the said Bid are in all respects true accurate and complete.
6. THAT I/WE do hereby Bid and offer to enter into a Contract to do all the Work and to provide all of the labour and to furnish, deliver, place and erect all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of Bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.
7. THAT additions or alterations to or deductions from the said contract, if any, shall be made in accordance with the prices stated in Provisional Items of the Schedule of Unit prices in strict conformity with the requirements of the Contract and all unused monies in Provisional Items shall be deducted from the final cost of the Work and any quantities exceeding those shown shall be added.
8. THAT this Bid is irrevocable and open to acceptance until the formal Contract is executed by the Awarded Bidder for the said Work or Sixty (60) Working Days, and prices for as long as stated elsewhere in the document, whichever event first occurs and that the Owner may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.
9. THAT if I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Sixty (60) Working Days, whichever event first occurs, the amount of the Bid deposit accompanying this Bid shall be forfeited to the Owner.
10. THAT the Awarding of the Contract by the Owner is based on this submission, which shall be an acceptance of this Bid.
11. THAT if the Bid is accepted, I/WE agree to furnish all documentation, security and certifications as required by the Contract document and to execute the agreement in triplicate within Seven (7) Working Days after notification of Award. If I/WE fail to do so, the Owner may retain the money deposited by us, to the use of the Owner and to accept the next lowest or any Bid or to advertise for new Bids, or to carry out completion of the Works in any other way they deem best and I/WE also agree to pay to the Owner the difference between this Bid and any greater sum which the Owner may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement for new Bids, and shall indemnify and save harmless the Owner and their officers from all





PW-RFQ-005-2016

**Items and Unit Prices**

The Bid amount shall include all costs incurred, excluding HST.

SCHEDULE OF ITEMS AND PRICES

ITEM	Description	Unit Price	Total
1	Monthly rental fee for Tandem Drive Motor Grader	6850. <sup>00</sup> x 5 <sup>MTH</sup>	34250. <sup>00</sup>
2	Monthly rental fee for 6 Wheel Drive Motor Grader	6850. <sup>00</sup> x 5 <sup>MTH</sup>	34250. <sup>00</sup>
Sub-Total:			68500. <sup>00</sup>
HST:			8905. <sup>00</sup>
Total Quotation Price:			77405. <sup>00</sup>

**Note:** owner reserves the right, at its sole discretion to accept or refuse any of the above unit pricing without affecting other unit prices.

PRICE BREAKDOWN

\$5930.<sup>00</sup>/MTH PER UNIT

\$ 2300.<sup>00</sup> each way (FLOAT CHARGE) per unit.





PW-RFQ-005-2016

**City of Temiskaming Shores**  
**PW-RFQ-005-2016**  
Supply & Delivery of Rental Motor Graders

**Non Collusion Affidavit**

I/ We NORTRAX CANADA INC. 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

 DEAN DERKO

Company Name

NORTRAX CANADA INC.

Title

GENERAL MANAGER

This is page 1 of 2 to be submitted



PW-RFQ-005-2016

**City of Temiskaming Shores  
PW-RFQ-005-2016  
Supply & Delivery of Rental Motor Graders**

**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 SUNDARY, ONTARIO this 22 day of MARCH, 2016.

FIRM NAME:

NORBAX CANADA INC

BIDDER'S AUTHORIZED OFFICIAL:

DEAN DERRO

TITLE:

GENERAL MANAGER

SIGNATURE:



This is page 2 of 2 to be submitted

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

RENEWAL

DATE (MM/DD/YY)  
10/23/15

**PRODUCER**

WILLIS CANADA  
145 KING STREET WEST, SUITE 1200  
TORONTO, ONT.  
M5H 1J8 CANADA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY A AIG INSURANCE COMPANY OF CANADA

**INSURED**

NORTRAX CANADA INC.  
1655 BRITANNIA ROAD EAST  
MISSISSAUGA, ON  
L4W 1S5

COMPANY B

COMPANY C

COMPANY D

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	RMGL9895574 - TENANT'S LEGAL LIABILITY \$2,000,000 USD	11/01/15	11/01/16	GENERAL AGGREGATE \$ 4,000,000 USD
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 2,000,000 USD
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 2,000,000 USD
	<input checked="" type="checkbox"/> COMP/OP AGG \$2,000,000 USD				FIRE DAMAGE (Any one fire) \$
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILE USD \$2,000,000	MED EXP (Any one person) \$				
A	<b>AUTOMOBILE LIABILITY</b>	RMBA 1245025 - OPCF #21B - BLANKET FLEET COVERAGE - - ONTARIO LICENSED AUTOS - SEF #21B - BLANKET BASIS FLEET - ASEF #5 - PERMISSION TO RENT OR LEASE	11/01/15	11/01/16	COMBINED SINGLE LIMIT \$ 2,000,000 USD
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ INCLUDED
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ INCLUDED
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$ INCLUDED
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
<input checked="" type="checkbox"/> ALL AUTOS OWNED AND/OR					
<input checked="" type="checkbox"/> LEASED TO THE NAMED INSURED					
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				OTHER
					EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**EVIDENCE OF INSURANCE**

**CERTIFICATE HOLDER**

TO WHOM IT MAY CONCERN

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



**Subject:** NeORA – Hosting the 2017 Annual  
Education Forum

**Report No.:** RS-008-2016  
**Agenda Date:** April 5, 2016

---

### **Attachments**

None

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-008-2016; and
2. That Council directs staff to submit a proposal to host the 2017 Northeastern Ontario Recreation Association Annual Educational Forum and further directs staff to include \$2,500 in the 2017 operating budget for the event should the proposal be accepted.

### **Background**

The Northeastern Ontario Recreation Association is dedicated to telegraphing positive messaging regarding the many benefits and outstanding value of parks and recreation. Representing a vast geography, NeORA represents the Districts of Algoma, Cochrane/Temiskaming, Nipissing/Parry Sound and Sudbury/Manitoulin.

NeORA hosts an annual three day educational forum in September and attracts up to one hundred delegates from across northeastern Ontario including students from Canadore College registered in the Recreation Leadership Program.

NeORA strives to move the forum to different areas of the region to allow the smaller municipalities to gain from hosting an event and have the ability to showcase their communities.

The 2015 Forum was hosted by Cochrane and 2016 will take place in Espanola and includes a preliminary golf day on the Monday and sessions Tuesday, Wednesday and until noon on Thursday. NeORA hosts its annual general meeting during the conference and the annual banquet with guest speaker. Two sessions run concurrently and are highlighted with the Exhibitor's Tradeshow and excellent networking opportunities. Sessions cover topics trending in recreation such as Doable Neighbourhoods, Youth Engagement, Board and Staff development, Ministry and Foundation Presentations, Physical literacy etc.

The City of Temiskaming Shores has not hosted the forum for at least a decade and has been a member of the Association for the past twenty-five years.

**Analysis**

The City of Temiskaming Shores has many positive factors to offer in hosting the forum:

- It is central to the northeast region
- Sessions would be hosted at the Waterfront Pool/Fitness Centre, Boardroom at the Waterfront Inn and Riverside Place for the tradeshow and banquet
- The Waterfront Inn would be the main accommodation venue highlighting the beauty of the waterfront with the boardwalk, STATO trail and new playground surfacing
- The city’s Age Friendly Community Initiative, Bicycle Friendly Initiative and STATO Project could be high-lighted
- The Haileybury or New Liskeard Golf Club would be utilized for the pre-forum golf day.

The Director, Superintendent of Programs, Superintendent of Parks and Facilities, the Aquatic Programmer and the receptionist at the PF Centre would comprise the organizing committee for the forum.

**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

Traditionally the host municipality allocates \$2,500 to the conference to assist with expenses however registration fees are set to cover all expenses. The Association has stated that in the past, the host municipality has not incurred any cost other than in – kind staff time and facilities.

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

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and submitted for  
 Council’s consideration by:

“Original signed by”

“Original signed by”

\_\_\_\_\_  
 Tammie Caldwell  
 Director of Recreation Services

\_\_\_\_\_  
 Christopher W. Oslund  
 City Manager

**Subject:** Municipal Garden Maintenance  
Program

**Report No.:** RS-009-2016  
**Agenda Date:** April 5, 2016

---

**Attachments**

**Appendix 01:** Opening Results

**Appendix 02:** Draft Agreement

**Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-009-2016; and
2. That Council directs staff to prepare the necessary by-law to enter into an Agreement with The Greenhaus for the Municipal Garden Maintenance Program in 2016 at an upset limit of \$2,935 plus applicable taxes with an option to negotiate the 2017 and 2018 program for consideration at the April 5, 2016 Regular Council meeting.

**Background**

The municipality is responsible for the following summer gardens:

- Harbour Place (14 ft<sup>2</sup> planter)
- Great Fire Monument
- Firemen's Park (124 ft<sup>2</sup>, 16 ft<sup>2</sup>, and 72 ft<sup>2</sup>)
- Hughes Lookout (70 ft<sup>2</sup>)
- Lions Park (Lakeshore road South – small in ground garden)
- Haileybury Medical Centre (52 ft<sup>2</sup> planter)
- City Hall
- Riverside Place (60 ft<sup>2</sup> raised bed, and 75 ft<sup>2</sup> raised bed)

**Analysis**

The municipality issued RS-RFQ-003-2016 for the Municipal Garden Maintenance Program with a closing date of Thursday February 18, 2016 at 2:00 pm.

Two Quotations were received and considered:

Rosie's Garden: \$3,110.00

The Greenhaus: \$2,935.00

Attached as Appendix No. 01 are the submission results.

Staff is recommending The Greenhaus for the project as it is the lower bid and this company has done excellent work for the municipality in the past. Staff is also recommending, pending satisfactory performance, that The Greenhaus maintain first right of refusal for the Garden Maintenance Program in 2017 and 2018.

### **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 and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
Tammie Caldwell  
Director of Recreation Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

Document Title: **RS-RFQ-003-2016**

Opening Date: **February 18, 2016**

Inquiry Contact: **Tammie Caldwell**

Opening Time: **2:00 pm**

Description: **Garden Maintenance**

Form of Proposal

Bidder: **GREENHAUS**

Supply of Flowers:	1,120. <sup>00</sup>
Labour = 55 hrs @ \$ 33 /hr:	1,815. <sup>00</sup>
Sub-total:	2,935. <sup>00</sup>
HST:	381.55
Total:	3,316.55

Conflict of Interest

Bidder:

Supply of Flowers:	
Labour = hrs @ \$ /hr:	
Sub-total:	
HST:	
Total:	

Conflict of Interest

Bidder: **ROSIE'S GARDENS**

Supply of Flowers:	2,000. <sup>00</sup>
Labour = 37 hrs @ \$ 30 /hr:	1,110. <sup>00</sup>
Sub-total:	3,110. <sup>00</sup>
HST:	404.30
Total:	3,514.30

Conflict of Interest

Bidder:

Supply of Flowers:	
Labour = hrs @ \$ /hr:	
Sub-total:	
HST:	
Total:	

Conflict of Interest

Bidder:

Supply of Flowers:	
Labour = hrs @ \$ /hr:	
Sub-total:	
HST:	
Total:	

Conflict of Interest

Bidder:

Supply of Flowers:	
Labour = hrs @ \$ /hr:	
Sub-total:	
HST:	
Total:	

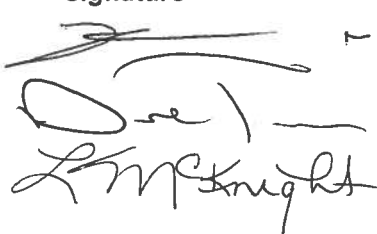
Conflict of Interest

Comments: Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

**Print Name**  
 TAMMIE CALDWELL  
 DAVE TREEN  
 LINDA MCKNIGHT

**Representing**  
 CITY OF T.S.  
 " "  
 " "

**Signature**  




The Corporation of the City of Temiskaming Shores

By-law No. 2016-

Being a by-law to enter into an agreement with The  
Greenhaus for the Municipal Garden Maintenance  
Program

**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-009-2016 at the April 5<sup>th</sup>, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with The Greenhaus for the Municipal Flower Maintenance Program for consideration at the April 5<sup>th</sup>, 2016 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with The Greenhaus for the Municipal Garden Maintenance Program in 2016 at an upset limit of \$2,935 plus applicable taxes attached and an option to negotiate the 2017 and 2018 program 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 5<sup>th</sup> day of April, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2016-000**

Agreement between

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

and

**The Greenhaus**

for the Municipal Garden Maintenance Program

**This agreement** made in duplicate this 5<sup>th</sup> day of April 2016.

Between:

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

(hereinafter called "the Owner")

and

**The Greenhaus**

(hereinafter called "the Contractor")

Witnesseth:

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

**Contractor Covenants**

The Contractor will:

- a) Supply plants, water, maintain, and winterize the Municipal Gardens as listed in RS-RFQ-003-2016, Municipal Garden Maintenance.
- b) Do and fulfill everything indicated by this Agreement and in the Quotation Documents attached hereto as Appendix 01 and forming part of this agreement.

**Owner Covenants**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services at the following rates plus applicable taxes, subject to additions and deductions as provided in the Contract Documents for the 2016 season:

Supply of Flowers:	\$ 1,120.00
Labour (55 hrs @ \$33/hr):	<u>\$ 1,815.00</u>
Total:	\$ 2,935.00

- 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.
- c) Pending satisfactory performance, negotiate the Garden Maintenance Program in 2017 and 2018.

## **Communication**

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

**The Greenhaus**  
P.O. Box 2456  
New Liskeard, Ontario  
P0J 1P0

The Owner:

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

The Director:

**The Director of Recreation Services**  
**City of Temiskaming Shores**  
P.O. Box 2050 / 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

**Remainder of page left blank intentionally**

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

Signed and Sealed in )  
the presence of )

Contractor’s Seal )  
(if applicable) )

Municipal Seal )

**The Greenhaus**

\_\_\_\_\_  
Owner - Simone Holzamer

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2016-000**

Form of Agreement

**QUOTATION SUBMISSION AND ACKNOWLEDGEMENT**

**Request for Quotation RS-RFQ-003-2016**

I/We have read and understand the terms, conditions and specifications which form part of this quotation package, and offer my/our services for the commodities in accordance with the said terms, conditions and specifications as outlined in the quotation submission for the

**TOTAL PURCHASE PRICE OF \$3316.55** for the municipal garden maintenance program in terms of a spring season clean up, planting, provision of flowers/shrubs/stone, general maintenance and watering throughout the season, and fall clean up as identified within, all inclusive of duty, freight, licensing and all other known costs including a garden maintenance program if applicable.

The quotation form 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.

Company Name The Greenhaus

Contact Name/ Title Simone Holzamer  
(Please print)

Address Box 2456, 824309 Heroux Rd

Telephone 705-647-6921 Fax \_\_\_\_\_

Date Feb 2/16 Authorizing Signature [Signature]

SPECIFICATIONS

Request for Quotation RS-RFQ-031-2016  
GARDEN MAINTENANCE PROGRAM

ITEM		TOTAL PRICE
Supply of Flowers		1120.00
Labor including spring clean up, planting, general maintenance and watering during season and fall clean up.	Per Hour: \$33.00 Total Hours: 55	1815.00
		2935.00
HST		381.55
TOTAL		3316.55



**CONFLICT OF INTEREST DECLARATION**

**Request for Quotation RS-RFQ-003-2016**

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 9:19 this 2<sup>nd</sup> day of February, 2016

FIRM NAME: The Greenhaus  
BIDDER'S AUTHORIZED OFFICIAL: Simone Hoczamer  
TITLE: OWNER/OPERATOR  
SIGNATURE: 



# Memo

**To:** Mayor and Council  
**From:** Jennifer Pye, Planner  
**Date:** April 5, 2016  
**Subject:** Agreement of Purchase and Sale – Jude Heon, Seaton Street  
**Attachment:** Agreement of Purchase and Sale & Deeming by-law

---

Mayor and Council:

On August 1, 2014 Mr. Jude Heon applied to purchase the vacant City-owned land abutting his property at 703 Seaton Street in Haileybury. A public meeting was held on February 3, 2015 and no members of the public commented on the proposed sale of land. The land was declared surplus on February 17, 2015.

Council directed staff that the fair market value of the land, as determined using an appraisal done on a property for a previous land sale in the area, would be \$8,000 and a deeming by-law would be required to merge Mr. Heon’s existing property with the lots he was requesting to purchase. Council also directed staff to waive the application fee for the deeming by-law, waive the requirement for a new appraisal, and to retain the firm of Evans, Braganolo and Sullivan to represent the City in the land sale. Mr. Heon subsequently withdrew his request as he did not agree with the requirement for the deeming by-law. The file was closed on April 7, 2015.

Mr. Heon has since requested to reopen the file and move forward with the purchase. Council agreed to this request on January 19, 2016 and the Agreement of Purchase and Sale (attached) was submitted on March 22, 2016. The offer satisfies the City’s original terms, including the purchase price of \$8,000.00 and the requirement for the deeming by-law.

Staff recommend that Council pass a by-law to accept the Agreement of Purchase and Sale, as well as the deeming by-law at the April 5, 2016 Council Meeting.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

\_\_\_\_\_  
Jennifer Pye  
Planner

\_\_\_\_\_  
Kelly Conlin  
Director of Corporate Services (A)

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

**The Corporation of the City of Temiskaming Shores  
By-law No. 2016-000**

**Being a by-law to authorize the Sale of Land to Jude  
Heon being various lots on Plan M-105 N.B.**

**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** By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land;

**And whereas** Council considered Memo No. 005-2015-CGP at the April 5, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with Jude Heon for municipal real property;

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

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between Jude Heon as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell land legally described as: Lots 138, 139, 150, 1551, 162, 163 and 175 on Plan M-105 N.B. being Parcel 7719 SST and Lot 174 on Plan M-105 N.B. being Parcel 613 NND, Temiskaming Shores, District of Timiskaming to Jude Heon in the amount of \$8,000 plus H.S.T. and other such considerations outlined in the said agreement;
4. That Council affirms the City Manager's authorization to execute the Agreement of Purchase and Sale annexed hereto as Schedule "A" to this by-law and that the Mayor and Clerk be hereby authorized and directed to execute any and all other documentation necessary to complete the sale of land transaction.

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

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of April, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

# Agreement of Purchase and Sale

## Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 22<sup>nd</sup> 23<sup>rd</sup> day of March 2016

**BUYER,** Jude Heon (Full legal names of all Buyers), agrees to purchase from

**SELLER,** The Corporation of The City of Temiskaming Shores (Full legal names of all Sellers), the following

### REAL PROPERTY:

Address No Municipal Address, Temiskaming Shores, Ontario P0J 1K0

fronting on the ..... side of .....

in the .....

and having a frontage of ..... more or less by a depth of ..... more or less

and legally described as PCL 613 SEC NND; LT 174 PL M105NB BUCKE and PCL 7719 SEC SST; LT 138-139; 150-151; 162-163; 175 PL M105NB BUCKE,; Municipality of Temiskaming Shores, District of Temiskaming (the "property")  
(Legal description of land including easements not described elsewhere)

**PURCHASE PRICE:** Dollars (CDN\$) 8,000.00  
Eight thousand dollars Dollars

**DEPOSIT:** Buyer submits Herewith (Herewith/Upon Acceptance/as otherwise described in this Agreement)  
Eight hundred dollars Dollars (CDN\$) 800.00


by negotiable cheque payable to The Corporation of The City of Temiskaming Shores "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

**Buyer agrees to pay the balance as more particularly set out in Schedule A attached.**

**SCHEDULE(S) A** ..... **attached hereto form(s) part of this Agreement.**

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer until 4:00 ~~xxx~~ p.m. on the 7th day of April 2016, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 6th day of May 2016. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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**3. NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: .....  
 (For delivery of Documents to Seller)

FAX No.: .....  
 (For delivery of Documents to Buyer)

Email Address: .....  
 (For delivery of Documents to Seller)

Email Address: .....  
 (For delivery of Documents to Buyer)

**NOIT APPLICABLE**

**4. CHATELS INCLUDED:**.....  
 .....  
 .....  
 .....  
 .....

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

**NOT APPLICABLE**

**5. FIXTURES EXCLUDED:**.....  
 .....  
 .....  
 .....  
 .....

**6. RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

**NOT APPLICABLE**

.....  
 .....  
 .....

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

**7. HST:** If the sale of the Property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be **in addition to** ..... the Purchase Price. If the sale of the Property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the Property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.  
 (included in/in addition to)

**INITIALS OF BUYER(S):** 

**INITIALS OF SELLER(S):** 

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 29th day of April, 2016, (Requisition Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding

work orders or deficiency notices affecting the Property, and that its present use (vacant residential) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.


10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the Property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the Property.**

~~14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.~~

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.
- ~~**23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.~~
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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**28. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

.....  
(Witness) *[Signature]*

.....  
(Buyer) *[Signature]*

(Seal) DATE 2016-03-17 *22*

.....  
(Witness)

.....  
(Buyer)

(Seal) DATE .....

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

.....  
(Witness)

.....  
(Seller)

(Seal) DATE 2016-04-07

.....  
(Witness)

.....  
(Seller)

(Seal) DATE .....

**SPOUSAL CONSENT:** The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

.....  
(Witness)

.....  
(Spouse)

(Seal) DATE .....

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 4:00 ~~xxx~~ p.m. this 7th day of April, 2016

.....  
(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)	
Listing Brokerage .....	Tel.No. (.....)
..... (Salesperson / Broker Name)	
Co-op/Buyer Brokerage .....	Tel.No. (.....)
..... (Salesperson / Broker Name)	

**ACKNOWLEDGEMENT**

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... DATE .....

..... DATE .....

..... DATE .....

..... DATE .....

Address for Service .....

Address for Service Box 671 Haileybury, ON P0J 1K0

..... Tel.No. (.....)

..... Tel.No. (.....)

Seller's Lawyer Theodore R. Byck

Buyer's Lawyer Theodore R. Byck

Address 488 Ferguson Ave. PO Box 490 , Temiskaming Shores, ON

Address 488 Ferguson Ave., P.O. Box 490, Haileybury, ON P0J 1K0

Email .....

Email .....

(.....) 1 705 672 3338 Ext. 2 (.....) 1 705 672 2451

(.....) 705-672-3338 (.....) 705-672-2451

Tel.No.

FAX No.

Tel.No.

FAX No.

FOR OFFICE USE ONLY	COMMISSION TRUST AGREEMENT
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:	
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.	
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.	Acknowledged by:
.....	.....
(Authorized to bind the Listing Brokerage)	(Authorized to bind the Co-operating Brokerage)

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This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

<b>BUYER,</b>	Jude Heon	, and
---------------	-----------	-------

<b>SELLER,</b>	The Corporation of The City of Temiskaming Shores
----------------	---

for the purchase and sale of	No Municipal Address, Temiskaming Shores, Ontario P0J 1K0
------------------------------	---

	dated the	24 <sup>th</sup> 22 <sup>nd</sup>	day of	March	,	2016
--	-----------	-----------------------------------	--------	-------	---	------

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account.

This Offer is conditional upon the Buyer paying all of the City's expenses including the advertising fee of \$100.00 plus HST; the City's legal fees and expenses; the Buyer agreeing to the registration of a deeming by-law to join the subject property with the Buyer's existing property at the Buyer's expense and the Buyer paying the costs of changing the name of the registered owner from the Corporation of the Town of Haileybury to The Corporation of the City of Temiskaming Shores, also at the Buyer's expense; and the payment to the Seller of a non-refundable application fee of \$282,50 including HST ( the receipt of which is hereby acknowledged by the Seller).

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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

**By-law No. 2016-000**

**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 – 703 Seton Street – Roll Nos. 54-18-030-007-054.00, 54-18-030-007-050.00, 54-18-030-007-047.00**

**Whereas** Section 50(4) of the Planning Act, R.S.O. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control; and

**Whereas** the property owner has requested that the following properties be merged on title:

1. 703 Seton Street, Parcels 22083 SST and 25309 SST, Plan M-105 N.B., Lots 186, 187, 198, 199, 210, and 211;
2. Plan M-105 N.B., Lot 174, Parcel 613 NND;
3. Plan M-105N.B., Lots 138, 139, 150, 151, 162, 163, and 175, Parcel 7719 SST.

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

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
  - a) 703 Seton Street, Parcels 22083 SST and 25039 SST, Plan M-105 N.B., Lots 186, 187, 198, 199, 210, and 211;
  - b) Plan M-105 N.B., Lot 174, Parcel 613 NND;
  - c) Plan M-105 N.B., Lots 138, 139, 150, 151, 162, 163, and 175, Parcel 7719 SST.
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.

5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.
6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.
7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of April, 2016.

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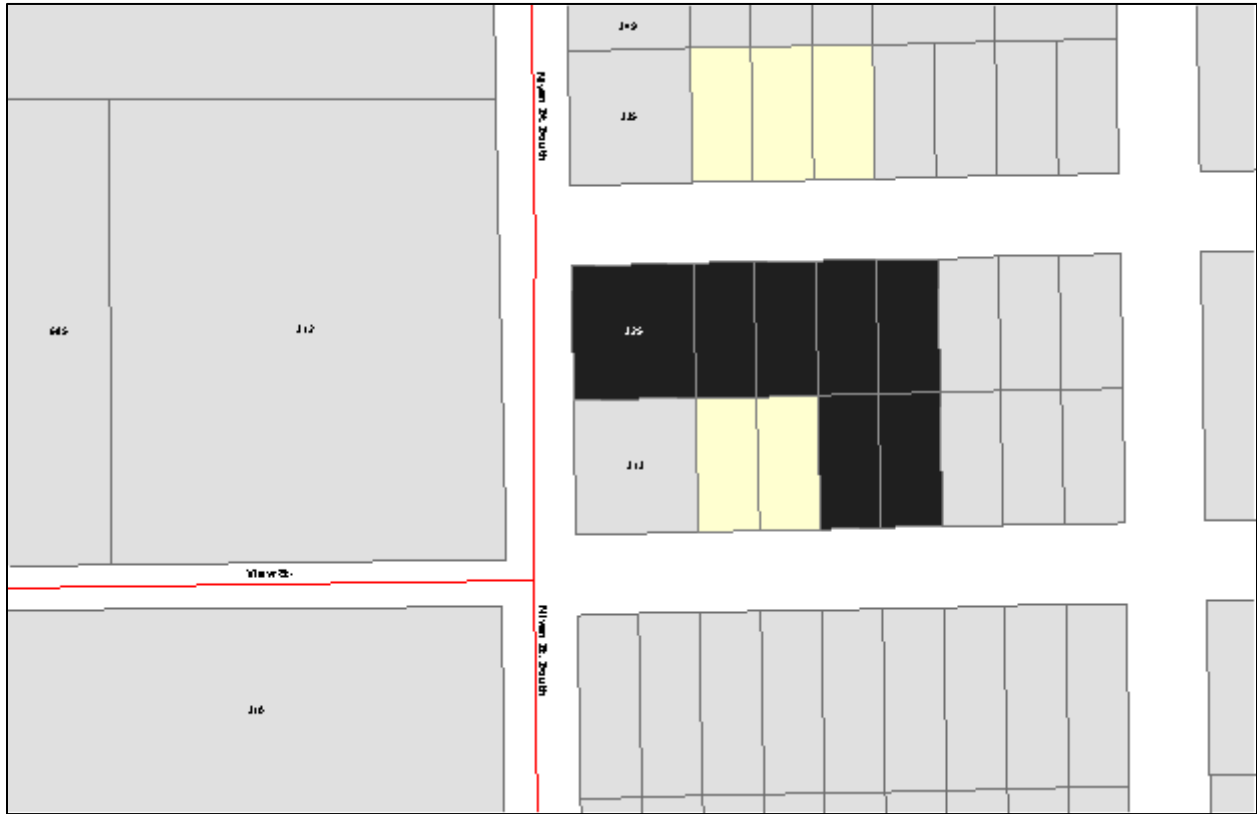
Mayor – Carman Kidd

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Clerk – David B. Treen

Schedule "A"

City of Temiskaming Shores



325 Niven Street South

2415577 Ontario Limited

# Memo

**To:** Mayor and Council  
**From:** James Franks, Economic Development Officer  
**Date:** April 5, 2016  
**Subject:** RDÉE Ontario Réseau M Mentoring for Entrepreneurs Program  
**Attachments:** Appendix 01 - Réseau M Program Brochure  
Appendix 02 - Partnership Agreement

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The City of Temiskaming Shores has been asked to partner with RDÉE Ontario to assist them to implement a regional chapter of a national program of mentorship for entrepreneurs. The program, called Réseau M is offered across the country and around the world by various entities promoting the sharing of knowledge and support for entrepreneurs. The Réseau M Program Brochure is attached as Appendix 01.

The intent of the program is to encourage more entrepreneurs to expand their businesses and create new companies and jobs in the economy. The program is not to provide business advice to entrepreneurs, but just mentorship, coaching and idea sharing about entrepreneurship in general.

As RDÉE Ontario does not have an office in our community, they are asking local partners to assist them with seeking out potential entrepreneurs to become mentors, and also to assist them in promoting the program locally to new entrepreneurs who may be looking for a mentor. The City would not be involved in the matchmaking process, that work would be undertaken by RDÉE Ontario. The Partnership Agreement is attached as Appendix 02.

The City would be one of several agencies in the community that would participate in the project. The South Temiskaming Community Futures Development Corporation, The Temiskaming Shores & Area Chamber of Commerce, ACFO and Enterprise Temiskaming are all partners in the program.

This program will benefit new and existing entrepreneurs in our community and assist them to understand how their businesses could grow and be more successful.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

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James Franks  
Economic Development Officer

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Christopher W. Oslund  
City Manager

## TESTIMONIALS

“In a certain way, mentoring is a tool to sustain economic activity in a region. There is nothing wrong with big factories employing many workers, but when they close, it’s very painful. On the other hand, small businesses are often quite resilient. Their establishment and growth must be promoted. I’m in a mentoring program because I want to preserve my region’s vitality.”

**Johanne Beaulieu,**  
mentee

“Often, young or new entrepreneurs mistakenly believe that mentoring is only useful when there’s a problem. Yet, having a mentor is not a sign of weakness. On the contrary, the entrepreneur working with a mentor from the onset will be better prepared to take on difficult situations and will benefit from his or her mentor’s experience when informed decisions are required to avoid a situation from deteriorating.”

**Mario Girard,**  
mentor and ex-CEO  
of the Fondation de  
l’entrepreneurship



Because  
entrepreneurship  
is not just a job,  
**it’s a lifestyle.**

Thank you to Our Partner



© Réseau M – le Réseau de mentorat pour entrepreneurs de la Fondation de l’entrepreneurship

Mentoring  
for entrepreneurs  
**Going further,  
faster**



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## WHAT IS RÉSEAU M

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A community of interest providing mentoring services to entrepreneurs. It's a unique mentoring program, a voluntary relationship focused on accompaniment that offers an entrepreneur the benefits of the experience and knowledge of a mentor who is also an entrepreneur, therefore giving him or her better chances of success and growth.

- Voluntary exchange based on trust and respect
- Sharing of experiences
- Constant encouragement and motivation
- Skills upgrading
- Network enrichment
- Accompaniment for success
- Focus on development of entrepreneurial soft skills

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## BEING A MENTEE

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Benefits for you and your business:

- Acquiring the soft skills that are essential to any entrepreneur (critical and creative thinking, problem-solving, negotiating and communication skills, efficiency and organisation, team work and resilience)
- Breaking down the isolation, finding support, a listening ear and the necessary motivation and encouragements
- Reducing stress and achieving a healthier balance between personal and professional life

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## BEING A MENTOR

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- Participating hands-on in the economic prosperity and growth of your region
- Helping entrepreneurs succeed and profit from your experience
- Contributing to planning the succession in existing businesses
- Remaining of service to society and active within a dynamic network, even after retirement
- Giving back to others or providing what would have been appreciated when you started in business
- Continuing to learn, developing through peers
- Being in contact with the new generation, remaining young at heart

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## CONTACT US

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### RDÉE Ontario

Siège social Ottawa  
880, promenade Taylor Creek Dr.,  
Ottawa ON K4A 0Z9

@ reseaum@rdee-ont.ca  
rdee-ont.ca/reseaum

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## MENTORING FOR ENTREPRENEURS

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It's proven! Mentoring of entrepreneurs is a powerful development tool! Many businesses having mentored leaders managed not only to go beyond the five-year milestone, but also to reach a healthy growth.

- Available whatever the size of your business
- Available in all regions
- Proven track record
- Offered by experienced business people
- Offered within a structured network



# **PARTNERSHIP AGREEMENT**

## **Mentoring for Entrepreneurs**

### ***Relay Organization***

**between**

City of Temiskaming Shores  
as represented by the  
Community Growth and Planning Department

**and**



## Partnership Agreement

**between:** The City of Temiskaming Shores, Community Growth and Planning Department, with its registered office located at 325 Farr Drive, Haileybury (Ontario) P0J 1K0, represented by

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herein called the "Relay Organization"

**and:** The Economic Development and Employability Network of Ontario, Réseau M Mentoring for Entrepreneurs Program, with its registered office at 880 Taylor Creek Drive, Orleans, Ontario K1C 1T1, represented by **Pierre Tessier, CEO of the Economic Development and Employability Network of Ontario**

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herein called "RDÉE Ontario"

## Subject: Relay Organization

### Brief introduction of the parties to the Agreement:

The Relay Organization is incorporated under the Companies Act or as a non-profit organization and its mission includes promoting regional economic development. It does not have its own cell and undertakes to refer entrepreneurs to become mentors or mentees. It will operate in partnership with one or more existing cells and together they will initiate mentoring awareness activities among clients or members of the Relay Organization to mobilize and join *Réseau M* in order to take advantage of mentoring by accredited mentors.

*RDÉE Ontario* is a non-profit organization whose mission is to promote economic development and employability for the purpose of strengthening the vitality and sustainability of Francophone communities throughout Ontario. Economic and social development in Ontario includes mentoring for entrepreneurs as a means of action.

*Réseau M*, a program of la *Fondation de l'entrepreneurship*, is a community of interest that mobilizes to deploy a country-wide mentoring service for entrepreneurs in the hope of offering all interested entrepreneurs first-rate mentoring by experienced business people, thus giving them every chance to move forward to success and growth. Its goal is to further their development to ensure better survival rates and promote the growth of their enterprises, from start-up to transition to a takeover entrepreneur.

The Regional Mentorship Council (RMC) is made up of representatives from mentoring cells and supporting relay organizations within its territory that have become members. Third-party organizations providing financial or service support and the RMC can also appoint a representative.

**The parties hereto agree as follows:**

## **1. SCOPE OF THE AGREEMENT**

Referral of entrepreneurs to be mentors and/or mentees with mentoring cells in its territory. Active participation in mentoring awareness activities with its clients or members, while joining *Réseau M* and complying with the *Réseau M* code of ethics and charter of values, as well as the *RDÉE Ontario* rules of governance, which are subject to changes made by la Fondation de l'entrepreneurship from time to time. More specifically:

- 1.1 Provide positive conditions and take all appropriate means to enhance the development and promotion of Mentoring for Entrepreneurs.
- 1.2 Identify and work with the organizations that are most suited to Mentoring for Entrepreneurs activities.
- 1.3 Identify entrepreneurs who may be interested in taking advantage of mentoring for entrepreneurs and refer them to the appropriate mentoring cell.
- 1.4 Share *Réseau M* information on mentoring with its entrepreneurs and partners.
- 1.5 If interested, take part in the RMC, its action plan and its activities.

## **2. MANDATE OF THE REGIONAL MENTORSHIP COUNCIL**

- 2.1 Promote and ensure the deployment of mentoring within its territory;
- 2.2 Provide leadership in the organization of regional activities;
- 2.3 Ensure that all cells respect the *Réseau M* code of ethics and charter of common values;
- 2.4 Ensure coverage of its entire territory so that all interested entrepreneurs are able to benefit from mentoring;
- 2.5 Take an active part in *Réseau M* activities and programs;
- 2.6 Ensure that mentees are able to benefit from the specific projects offered to them by *RDÉE Ontario* and relay organizations.

## **3. COMMITMENTS OF PARTIES**

### **3.1 The Relay Organization undertakes to:**

- 3.1.1 Abide by the principles of Mentoring for Entrepreneurs recommended by *RDÉE Ontario* and defined by the *Réseau M* code of ethics and charter of values.
- 3.1.2 Within 60 days after the date of the Agreement, file a resolution by its board of directors by which the directors and management of the organization confirm their commitment to become a Relay Organization.

- 3.1.3 Promote mentoring and ensure its deployment in its territory, including by placing the statement "Member of *Réseau M*" on all its official communications, and use the promotional tools developed by *RDÉE Ontario*.
- 3.1.4 Refer entrepreneurs to become mentors and/or mentees.
- 3.1.5 Carry out communications and follow-up with *RDÉE Ontario*.
- 3.1.6 Cooperate with studies and surveys allowing *RDÉE Ontario* to measure local and regional effectiveness of the program.
- 3.1.7 Provide *Réseau M* with exposure equivalent to that of the Relay Organization and acknowledge the contribution of *RDÉE Ontario* in the research, development and financial support of the Mentoring for Entrepreneurs program.
- 3.1.8 Observe the rights and intellectual property of *Réseau M*.

### **3.2 *RDÉE Ontario* undertakes to:**

- 3.2.1 Act as a sponsor to the Mentoring for Entrepreneurs program.
- 3.2.2 Use the materials and tools for information, management and promotion of *Réseau M* Mentoring for Entrepreneurs.
- 3.2.3 Determine the services and means to be implemented to ensure the success of the Mentoring for Entrepreneurs program.
- 3.2.4 Identify conditions for success, obstacles and winning strategies for the Mentoring for Entrepreneurs program.
- 3.2.5 Carry out regional promotion of the *Réseau M* Mentoring for Entrepreneurs program.
- 3.2.6 Ensure adequate representation among the partners who provide funding for the Mentoring for Entrepreneurs program.
- 3.2.7 Collect and distribute information on *Réseau M* initiatives in Ontario, Canada and the World.
- 3.2.8 Ensure that *Réseau M* receives exposure equivalent to that of the Relay Organization and that its contribution to the research, development and financial support of the Mentoring for Entrepreneurs program is recognized.
- 3.2.9 Ensure that the rights and intellectual property of its Mentoring for Entrepreneurs program are observed.
- 3.2.10 Provide adequate representation of the Relay Organization by placing its logo on the *Réseau M* page of the *RDÉE Ontario* website and thereby on the promotional articles to be circulated in the region.

#### 4 COMMENCEMENT AND TERMINATION OF THE AGREEMENT

The agreement begins 01 / 04 / 2016 and ends 31 / 03 / 2017.

The agreement can be extended by tacit renewal, except when there has been a failure to observe one or more clauses herein.

In the event that the Relay Organization considers that the parties hereto have been in breach of their commitments and is planning to terminate this Agreement, management of the Relay Organization shall send written notice to the signing parties of the Agreement and terminate the Agreement by giving 30 days' notice.

In the event that the RMC considers that parties hereto have been in breach of their commitments and is planning to terminate this Agreement, the leadership of the RMC shall send written notice to the signing party of the Agreement and terminate the Agreement by giving 30 days' notice.

#### 4. SIGNATURE:

In witness whereof, the parties have signed on the dates and in the places indicated below:

at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Pierre Tessier  
CEO, RDÉE Ontario

\_\_\_\_\_  
Witness for RDÉE Ontario

at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
CEO or Chairperson  
Relay Organization

\_\_\_\_\_  
Witness

**Encl. Resolution of the Board of Directors of the Relay Organization**

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**Subject:** 2015 Annual Building and Statistics Report    **Report No.:** CGP-008-2016  
**Agenda Date:** April 5, 2016

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### **Attachments**

- Appendix 01:** 2015 Annual Report – Building Permit Fees
- Appendix 02:** Building Permit Statistics Report 2010 to 2015
- Appendix 03:** Building Code Act Prescribed Report Content

### **Recommendations**

It is recommended:

1. That Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-008-2016; and
2. That Council directs staff to post the 2015 Annual Report - Building Permit Fees on the City's website, in the Community Bulletin in the Temiskaming Speaker and to make the report available to persons or organizations in accordance with the Ontario Building Code.

### **Background**

Section 7(1) of the Building Code Act (BCA) authorizes the Council of a municipality to pass by-laws to prescribe classes of permits, provide for applications for permits and require applications to be accompanied by such plans, specifications, documents and other information as is prescribed, and require the payment of fees on applications for the issuance of permits, and prescribe the amounts of the fees.

Section 7(2) of the BCA prescribes that the total amount of fees authorized in such by-law must not exceed the anticipated costs to the City to administer and enforce the BCA.

Section 7(4) of the BCA further requires that every 12 months, the City shall prepare a report that contains such information as may be prescribed, about the fees authorized in the by-law, and the costs of the City to administer and enforce the BCA. **Appendix 03** to this report lists the information which is prescribed in the Ontario Building Code (OBC) to be included in the annual report. Section 7(4) also requires that the Annual Building Report be made available to the public.

The Annual Report – Building Permit Fees provides information to Council and the public regarding the revenues received from Building Permit Fees and the direct and indirect costs for administering and enforcing the Building Code Act. Based on this information, Council can consider increasing or decreasing Building Permit Fees to better reflect administration and enforcement costs

## Analysis

In the absence of a Chief Building Official the Clerk was requested to prepare the 2015 Annual Report.

The following table is a summary of the figures included in the 2014 Annual Report – Building Permit Fees which is attached as Appendix 01:

Permit Fees Collected =	\$ 75,390.40
Direct Costs =	(\$ 158,014.65)
Indirect Costs =	(\$ 37,060.73)
<b>Shortfall =</b>	<b>(\$119,684.98)</b>

**Permit Fees** are collected under the authority of the Building By-law No. 2013-052 and include fees for construction, demolition and change of use permits. **Permit Fees collected in 2015 total \$ 75,390.40.**

**Direct Costs** are costs for the operation of the Building Department with respect to the processing of permit applications, the review of building plans, conducting inspections and enforcement duties under the authority of the BCA/OBC. The figure provided includes a percentage of wages and benefits for the Director, CBO, Building Inspector, Planner and the Administrative Assistant; as well as, costs of providing training for staff to meet the qualification requirements prescribed by the BCA. **The total direct costs are \$158,014.64.**

**Indirect Costs** are the Building Department's share of overhead such as: office supplies, postage and courier service, telephone, IT support, CGIS service contract, payroll services, and office expenses. Indirect costs also include the Building Department's share of capital asset costs of vehicles and their operation expenses. **The total indirect costs are \$37,060.73.**

**Cost Stabilization Reserve Fund** - As revenue does not exceed operating costs a Cost Stabilization Reserve Fund has not been established and therefore that figure is \$0.00.

### Council Summary Report

**Appendix 02** - Council Summary Report 2010-2015 provides information regarding building trends in the City over a five year period; and it compares the Building Permit fees charged by the City, the number of permits issued and construction cost associated with the development.

**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 and approved by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

\_\_\_\_\_  
David B. Treen  
Clerk

\_\_\_\_\_  
Kelly Conlin  
Director of Corporate Services (A)

\_\_\_\_\_  
Christopher W. Oslund  
City Manager





## Corporation of the City of Temiskaming Shores

### Annual Report – Building Permit Fees

**Total Permit Fees** (Revenues) collected for the period January 1, 2015 to December 31, 2015 under By-law No 2013-052 of the City of Temiskaming Shores.

Total Permit Fees = **\$75,390.40**

**Direct Costs** are deemed to include costs related to wages, benefits and the training of staff of the Building Department for processing of building permit applications, the review of building plans, conducting inspections and building related enforcement duties for the period January 1, 2015 to December 31, 2015.

Direct Costs = **\$158,014.65**

**Indirect Costs** are deemed to include the costs of overhead and support services related to the operation of the Building Department and include costs of office space and fleet as well as their depreciation for the period January 1, 2015 to December 31, 2015.

Indirect Costs = **\$37,060.73**

**Cost Stabilization Reserve Fund** includes all revenues exceeding costs from previous years which are held in reserve to offset costs in future years.

Cost Stabilization Reserve Fund = **\$ 0.00**

**Note:** As the Total Permit Fees for the period January 1, 2015 to December 31, 2015 do not exceed the Direct and Indirect Costs for the same time period, no funds are transferred to the Cost Stabilization Fund for 2016.

**Building Permit Statistics Report**  
 2010 to 2015

Year		2015		2014		2013		2012		2011		2010	
		# of permits issued	Value of construction	# of permits issued	Value of construction	# of permits issued	Value of construction	# of permits issued	Value of construction	# of permits issued	Value of construction	# of permits issued	Value of construction
Commercial & Institutional	New Starts	0	\$0	1	\$5,000	5	\$3,075,000	1	\$300,000	2	\$1,482,000	1	\$2,500,000
	Renovations	27	\$3,557	37	\$2,112,000	27	\$2,963,000	66	\$3,785,000	38	\$3,778,000	52	\$3,244,000
Industrial	New Starts	4	\$475	0	\$0	9	\$4,099,000	0	\$0	2	\$72,000	2	\$760,000
	Renovations	7	\$500	7	\$220,000	10	\$1,934,000	8	\$222,000	14	\$215,000	3	\$8,000
Multi-Unit Residential	New Starts	0	\$0	1	\$3,000,000	0	\$0	1	\$400,000	1	\$0	0	\$0
	Renovations	6	\$76	10	\$270,000	6	\$252,000	15	\$1,921,000	12	\$102,000	17	\$1,121,000
Single Residential	New Starts	10	\$1,832	5	\$1,070,000	16	\$4,414,000	13	\$3,706,000	11	\$2,873,000	7	\$1,600,000
	Renovations	119	\$1,516	133	\$1,636,000	100	\$1,403,000	108	\$939,000	74	\$932,000	70	\$906,000
<b>Total Value of Construction</b>		<b>173</b>	<b>\$7,956.00</b>	<b>194</b>	<b>\$8,315,000</b>	<b>173</b>	<b>\$18,141,000</b>	<b>212</b>	<b>\$11,275,000</b>	<b>155</b>	<b>\$9,462,000</b>	<b>153</b>	<b>\$10,141,000</b>
<b>Total Permit Fees</b>		<b>173</b>	<b>\$7,956</b>	<b>194</b>	<b>\$83,000</b>	<b>173</b>	<b>\$145,000</b>	<b>212</b>	<b>\$89,000</b>	<b>155</b>	<b>\$68,000</b>	<b>153</b>	<b>\$70,000</b>

**BCA/OBC Prescribed Report Content**

Building Code Act, 1992  
Ontario Regulation 350/06  
Building Code  
Division C Part 2

**1.9.1.1. Annual Report**

- (1) *The report referred to in subsection 7 (4) of the Act shall contain the following information in respect of fees authorized under clause 7 (1) (c) of the Act:*
  - (a) *total fees collected in the 12-month period ending no earlier than three months before the release of the report,*
  - (b) *the direct and indirect costs of delivering services related to the administration and enforcement of the Act in the area of jurisdiction of the principal authority in the 12-month period referred to in Clause (a),*
  - (c) *a break-down of the costs described in Clause (b) into at least the following categories:*
    - (i) *direct costs of administration and enforcement of the Act, including the review of applications for permits and inspection of buildings, and*
    - (ii) *indirect costs of administration and enforcement of the Act, including support and overhead costs, and*
  - (d) *if a reserve fund has been established for any purpose relating to the administration or enforcement of the Act, the amount of the fund at the end of the 12-month period referred to in Clause (a).*
- (2) *The principal authority shall give notice of the preparation of a report under subsection 7 (4) of the Act to every person and organization that has requested that the principal authority provide the person or organization with such notice and has provided an address for the notice.*

**Of special note:** As revenues cannot be forecasted with any certainty, and often vary substantially from year to year, the BCA/OBC does allow municipalities to establish a cost stabilization reserve fund in which permit fees in excess of operating costs must be held. Those reserve funds may then only be used to offset costs of BCA/OBC administration / enforcement in future years. Should revenues continue to exceed costs, it is the intent being that the permit fee structure would then be revised accordingly.

As permit fees have yet to exceed operating costs, it has not been necessary to establish such a reserve fund in Temiskaming Shores.

**Subject:** Land Sale – Hearn Construction Ltd.  
Barr Drive

**Report No.:** CGP-009-2016  
**Agenda Date:** April 05, 2016

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### **Attachments**

- Appendix 01:** Imagery of Subject Land  
**Appendix 02:** Offer to Purchase  
**Appendix 03:** Draft By-law to accept the Offer to Purchase

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-009-2016;
2. That Council directs staff to prepare the necessary by-law to enter into an Offer to Purchase Agreement with Hearn Construction Ltd., as the purchaser, in the amount of \$70,000 plus applicable taxes for land legally described as Part 4 on Reference Plan 54R-2876, Temiskaming Shores, District of Timiskaming for consideration at the April 5, 2016 Regular Council meeting; and
3. That Council agrees to retain George Kemp, Kemp Pirie to represent the City in this land sale.

### **Background:**

On February 5, 2013, Council passed Resolution No. 2013-052 authorizing the sale of lots in the Dymond Industrial Park, and setting pricing for the lots. Lots facing Highway 11 were to be listed at \$30,000 per acre and lots within the interior of the park were to be listed at \$20,000 per acre.

Since this time, staff has used these amounts as the reasonable rate for land sales in this area. ProNor Developments recently purchased 5 acres of municipal land along Highway 11 at \$30,000 per acre.

On March 1, 2016 Council passed Resolution No. 2016-107 declaring the subject lands as surplus to the City's needs. A map is attached as Appendix 01. No other expressions of interest were received for the property.

### **Analysis:**

The subject land is 3.5 acres in area and fronts on Barr Drive located near the Dymond Industrial Park in the former Town of New Liskeard. Hearn Construction intends to clear the lot and use it for additional equipment storage space in the short term, but plans to build a larger building on the lot and move their entire business to the new lot within 3 – 4 years.

In the Dymond Industrial Park, the City puts a condition on the purchase requiring a building with a value of \$100,000 or greater to be constructed on the lot within 3 years. Staff

recommends that Council include this requirement in this sale as the lot is to be purchased to expand the existing business and the City does not wish to sell the lot just as an additional storage location for the existing business.

The land is designated as a Mixed Use Area in the City of Temiskaming Shores Official Plan and is zoned M1-Prestige Industrial in the Town of New Liskeard Zoning By-law No. 2333. The proposed use of the property is a permitted use.

Hearn Construction has offered the full asking price of \$70,000 plus HST for the 3.5 acres and has provided a 5% deposit in the amount of \$3,500. The transaction is scheduled to close on April 30, 2016. A copy of the Offer to Purchase is attached as Appendix 02.

Staff recommends that Council confirm their acceptance of the Offer to Purchase and have attached a Draft By-law for Council's consideration (Appendix 03).

The purchasers retained George Kemp, Kemp Pirie to represent them in the previous land transaction and would like to do the same for this transaction. In order to save costs for the purchasers, staff recommends that the City retain the same law firm to act on behalf of the City.

**Alternatives**

No alternatives were considered.

**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 Treasurer advises that the property is currently exempt from taxation. The sale will revert the properties to a taxable assessment, thereby increasing the assessment base and taxation revenues.

The \$70,000.00 revenue from the sale of the land will be directed to the Community Development Reserve. Staffing implications related to this matter are limited to normal administrative functions and duties.

**Submission**

Prepared by:

Reviewed and submitted for  
 Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
 James Franks  
 Economic Development Officer

\_\_\_\_\_  
 Christopher W. Oslund  
 City Manager

Hearn Construction Purchase



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

**By-law No. 2016-000**

**Being a by-law to authorize the Sale of Land to 1470739  
Ontario Ltd being Part 4 on Plan 54R-2876, 3.5 Acres on  
Barr Drive**

**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** By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land;

**And whereas** Council considered Administrative Report No. CGP-009-2016 at the April 5, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with 1470739 Ontario Ltd. (Hearn Construction) for municipal real property for consideration at the April 5, 2016 Regular Council meeting;

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

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between 1470739 Ontario Ltd. (Hearn Construction Ltd.) as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell land legally described as: Part of the South ½ of Lot 7, Concession 1, Dymond Twp. more particularly Part 4 on Plan 54R-2876, Temiskaming Shores, District of Timiskaming to 1470739 Ontario Ltd. in the amount of \$70,000 plus applicable taxes and other such considerations outlined in the said agreement;
4. That Council affirms the City Manager's authorization to execute the Agreement of Purchase and Sale annexed hereto as Schedule "A" to this by-law and that the

Mayor and Clerk be hereby authorized and directed to execute any and all other documentation necessary to complete the sale of land transaction.

5. That Council authorizes the entering into an Agreement for Property Development for the subject lands by 1470739 Ontario Ltd. (Hearn Construction Ltd.), in the form annexed hereto as Schedule "B" and forming part of this by-law
6. 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 5<sup>th</sup> day of April, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



## **Schedule "A" Offer to Purchase**

**1470739 Ontario Ltd.,**  
(as "Purchaser"), having inspected the property, hereby agree to and with

***THE CORPORATION OF THE CITY OF TEMISKAMING SHORES,***  
(as "Vendor") to purchase the property being:

3.5 Acres on Barr Drive  
PT S 1/2 LT 7 CON 1 DYMOND PT 4 PLAN 54-R 2876;  
TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

(herein called the "Real Property") at the price of \$70,000 payable 5% to the Vendor as a deposit to be held in trust pending completion or other termination of this Agreement and to be credited on account of the purchase price on closing and agree to pay the balance of the purchase price by certified cheque, subject to adjustments, on the closing date hereinafter set forth.

This offer to Purchase shall be conditional upon the Purchaser entering into an agreement with the Vendor on or before closing substantially in the form attached hereto as Schedule "A" failing which this Offer to Purchaser shall be null and void and the deposit returned to the Purchaser without any reduction or interest. Only the Vendor may waive this condition at its option.

### **Release of Information**

**Vendor authorizes the release of any information relating to the Real Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the Real Property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990. C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. 56.**

### **Deficiency Notices and Work Orders**

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an

abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

### **Adoption of LSUC – OBA Document Registration Agreement**

Provided the solicitors for each of the Vendor and the Purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for electronic registration.

### **Acceptance**

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 30<sup>th</sup> day after the date of signing the offer**, after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest or deduction.

### **Title**

Title to the Real Property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the Real Property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

### **Requisitions**

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the Real Property, that its present use may be lawfully continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Real Property.

### **Surveys and Documents**

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

### **Closing**

***This Agreement shall be completed on or before April 30, 2016 on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.***

### **Inspection of Property**

The Purchaser acknowledges having inspected the Real Property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the Real Property immediately prior to the date for completion.

### **Adjustments**

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case no adjustment for insurance premiums.

### **Costs**

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense of the Vendor in a form acceptable to the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

### **Planning Act Compliance**

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Vendor agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended.

### **Spousal Consent**

The Vendor represents and warrants that no consent to this transaction is required pursuant to s.21(1) of the *Family Law Act*, R.S.O. 1990, C.F. 3 unless the Vendor's spouse has executed this agreement to consent thereto, and that the Transfer/Deed shall contain a statement by the Vendor as required by section 21(3) of the *Family Law Act*, R.S.O. 1990, C.F. 13 or the spouse of the Vendor shall execute the Transfer/Deed to consent thereto.

### **Residency of Vendor**

Vendor further agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

### **Facsimile**

Either party may execute this document by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.

### **Counterpart**

This agreement may but need not be executed in counterpart.

### **Time of Essence**

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

### **G.S.T./H.S.T.**

This transaction is subject to Goods and Services Tax (G.S.T.) pursuant to the *Excise Tax Act* (Canada) as amended (the "Act") and/or Harmonized Sales Tax (H.S.T.) pursuant to the Act and the *Ontario Tax Plan for More Jobs and Growth Act, 2009, S.O. 2009, C.34*, and such G.S.T./H.S.T. is in addition to and not included in the purchase price.

The Purchaser is registered under the Act and shall provide the Vendor and his solicitor with proof of his G.S.T./H.S.T. registration and an indemnity in a form reasonably satisfactory to the Vendor and its solicitor.

### **Representations and Warranties**

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

### **Tender**

**Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.**

### **Costs of Registration**

The Purchaser is required to pay the costs of registration and taxes for both parties documents.

### **Gender**

This Offer and the resulting Agreement to be read with all changes of gender or number required by the context.

**Remainder of this page left blank intentionally**

**Signed, Sealed and Delivered** this 5<sup>th</sup>, day of April, 2016.

in the presence of:

Purchaser: **1470739 Ontario Ltd.**

Per: \_\_\_\_\_  
Tony Hearn, President

Per: \_\_\_\_\_  
, Secretary

Purchaser's Address:  
1470739 Ontario Ltd.  
P.O. Box 1624  
New Liskeard, Ontario  
P0J 1P0  
Attn.: Tony Hearn  
Phone: 705-647-8191  
Fax: 705-647-8199

We have authority to bind the Corporation.

The Vendor hereby accepts the above offer.

Dated at the City of Temiskaming Shores this 5<sup>th</sup> day of April, 2016.

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

\_\_\_\_\_  
Mayor - Carman Kidd

\_\_\_\_\_  
Clerk - David B. Treen

We have authority to bind the Corporation.

Vendor's Address:  
City of Temiskaming Shores  
P.O. Box 2050 / 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0  
Attn.: David B. Treen, Clerk  
Phone: 705-672-3363  
Fax: 705-672-3200

Purchaser's Solicitor:

**KEMP PIRIE**  
P.O. Box 1540  
22 Armstrong Street  
New Liskeard, ON P0J 1P0  
Attn: George W. Kemp

Phone Number: (705) 647-7353  
Fax Number: (705) 647-6473

Vendor's Solicitor:

**KEMP PIRIE**  
P.O. Box 1540  
22 Armstrong Street  
New Liskeard, ON P0J 1P0  
Attn: George W. Kemp

Phone Number: (705) 647-7353  
Fax Number: (705) 647-6473

## Schedule B Property Development

This agreement made this 5<sup>th</sup>, day of April, 2016

Between:

**The Corporation of the City of Temiskaming Shores**  
Hereinafter called the "City" of the First Part,

And:

**1470739 Ontario Ltd.**  
Hereinafter called the "Purchaser" of the Second Part

The City agrees to transfer to the Purchaser

**Part of S ½ of Lot 7, Con 1 Dymond Twp. being Part 4 on Plan 54R-2876;** Temiskaming Shores, District of Timiskaming, 3.5 Acres on Barr Drive (hereinafter called the "**Lands**") subject to the terms and conditions of this Agreement.

In consideration of the transfer of the Lands to the Purchaser, the Purchaser agrees as follows:

1. To develop the Lands and to construct thereon a building with a minimum value of \$100,000.00 (*per lot purchased*) upon completion and that such development and construction shall be at least ninety percent completed within 3 years of the date the Purchaser becomes the owner of the Lands. In the event of any disagreement or dispute as to whether the development and construction has a minimum value of \$100,000.00 (*per lot purchased*) upon completion, or whether such development and construction shall be at least ninety percent (90%) completed, the disagreement or dispute shall be determined by the City's engineers, EXP Services Inc., whose determination shall be final and binding upon the parties hereto.
2. The development, construction and use of the Lands shall comply with all applicable municipal zoning and building by-laws and other relevant by-laws, all requirements of the Temiskaming Health Unit, the Ministry of the Environment and all statutes, regulations and requirements of the Province of Ontario, the Dominion of Canada and any governmental bodies or agencies having jurisdiction. Prior to requesting any building permit, the Purchaser shall have entered into a Site Plan agreement with the City to be registered on title to the Lands at the Purchaser's expense dealing with matters subject to site plan control in accordance with the provisions of Section 41 of the Planning Act of Ontario.
3. The Purchaser shall not commence any building or other construction without the City first issuing a building permit. The City shall be entitled to refuse to issue a building permit only if the plans accompanying the application for the building

permit reveal that the minimum value of the building may be less than \$100,000.00 (*per lot purchased*), and or any breach of or non-compliance with City's zoning or building by-laws or any statute or regulation or ruling of any government or governmental body or agency.

4. Any or the following shall constitute a default under this Agreement:
  - a) the failure of the Purchaser to perform or observe any of the covenants or agreements contained herein within the time or times prescribed in this Agreement.
  - b) the bankruptcy of the Purchaser.
  - c) If any default shall occur, the City shall have the right, at its option, at the time of such default or at any time thereafter when such default shall continue, to give the Purchaser notice that on a date specified in such notice, which date shall not be less than twenty-one (21) days after the giving of such notice, the Purchaser, its successors and assigns is required to re-transfer the Lands to the City for the original purchase price paid by the Purchaser to the City as evidenced by the transfer of the Lands registered on title at the Land Registry Office in Haileybury, Ontario.
  - d) In the event of default by the Purchaser under this Agreement, all legal costs and other expenses incurred by the City in connection with the re-transfer of the Lands to the City shall be the responsibility of the Purchaser. Those costs and expenses incurred in the case of a re-transfer may be deducted by the City from any amount to be paid by it to the Purchaser on such re-transfer.
5. The Purchaser consents to the registration of the Agreement on title to the Lands by the City at the Purchaser's expense by way of Notice.
6. The City agrees to postpone this Agreement to a first mortgage secured against the Lands where such mortgage is arranged for the purpose of financing the construction of the building or structures and the amount of such mortgage does not exceed the value of the buildings disclosed in the application for the building permit.
7. Any notice to be given to either party shall be sufficiently made if personally delivered or mailed by prepaid registered addressed as follows:

To the City at:

**City of Temiskaming Shores**  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario P0J 1K0  
Attn: David B. Treen, Clerk

To the Purchaser at:

**1470739 Ontario Ltd.**  
P.O. Box 1624  
New Liskeard, Ontario  
P0J 1P0  
Attn.: Tony Hearn



In witness whereof the parties have set their hands and seals the day and year first above written.

Signed and Sealed in )  
the presence of )

**1470739 Ontario Ltd.**

Seal )  
(if applicable) )

\_\_\_\_\_  
President – Tony Hearn

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

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

**By-law No. 2016-045**

**Being a by-law to enter into an agreement with  
Midwestern Line Striping Inc. for the completion of the  
2016 Roadway Centre and Edge Line painting services  
within the City of Temiskaming Shores**

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

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

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

**And whereas** Council considered Administrative Report No. PW-014-2016 at the April 5<sup>th</sup>, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with *Midwestern Line Striping Inc.* for the completion of the 2016 Roadway Centre and Edge Line Painting at a cost of \$0.228 (plus HST) per linear metre of painted line marking for consideration at the April 5<sup>th</sup>, 2016 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Midwestern Line Striping Inc. for the completion of the 2016 Roadway Centre and Edge Line Painting Services at various locations in the City of Temiskaming Shores, at a cost of \$0.228 per linear metre of painted line marking, 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 5<sup>th</sup> day of April, 2016.**

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Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2016-045**

Agreement between

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

and

**Midwestern Line Striping Inc.**

for the completion of the 2016 Roadway Centre and  
Edge Line Painting Services

**This agreement** made in duplicate this 5<sup>th</sup> day of April 2016.

Between:

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

and

**Midwestern Line Striping Inc.**  
(hereinafter called “the Contractor”)

Witnesseth:

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

**Article I:**

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores  
Supply of Roadway Centre and Edge Line Painting Services  
Tender No. PWO-RFT-003-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents, attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Engineer, all the work by **September 30<sup>th</sup>, 2016.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Twenty-two and Eight/Tenths of a Cent (\$0.228) per painted linear metre, 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.

**Article III:**

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

**Article IV:**

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

**Midwestern Line Striping Inc.**  
P.O. Box 159  
Clarksburg, ON;  
N0H 1J0

The Owner

**Corporation of the City of  
Temiskaming Shores**  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

The Director:

**The Director of Public Works  
City of Temiskaming Shores**  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

**Remainder of this page intentionally left blank**

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

Signed and Sealed in )  
the presence of )

Contractor )  
(if applicable) )

Municipal Seal )

**Midwestern Line Striping Inc.**

\_\_\_\_\_  
President – Sharon Harbottle

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Corporation of the City of Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



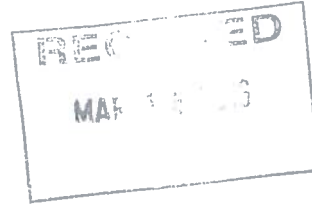
Appendix 01 to  
Schedule "A" to  
**By-law No. 2016-045**  
Form of Agreement



Office of the Director  
Public Works  
P.O. Box 2050  
325 Farr Dr.  
Haileybury, ON P0J 1K0  
Website: [www.temiskamingshores.ca](http://www.temiskamingshores.ca)



D. Walsh  
Director of Public Works  
(705) 672-3363 Ext. 4126  
[dwalsh@temiskamingshores.ca](mailto:dwalsh@temiskamingshores.ca)



Midwestern Line Striping  
Attention: Sheila Baker

Re: Contract # PWO-RFT-003-2015

Description: Centre and edge line painting services

Further to your request letter dated February 10<sup>th</sup>, 2016, The City is considering exercising the extension clause on page 19 of this contract for a one (1) year period to expire on June 24<sup>th</sup>, 2016. Subject to all terms and conditions of above referenced tender and further...the City would like to add the requirement for pre-marking and obtaining City approval prior to paint application. See Addendum for new provision. Should you find this agreeable;

Please complete the bottom portion of this form and return as soon as possible, but no later than March 18<sup>th</sup>, 2016. Thank you for your prompt attention to this matter. Should you have any questions or wish to discuss this further, please feel free to call me at 705-672-3363, extension 4126.

Best regards,

Doug Walsh  
Director of Public Works

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Check one of the following boxes, sign and return by fax or email to (705) 672-2911 or email: [dwalsh@temiskamingshores.ca](mailto:dwalsh@temiskamingshores.ca)

I acknowledge the above information and will agree to extend the above mentioned contract and the contract prices until June 24<sup>th</sup>, 2016.

I acknowledge the above information and will agree to extend the above mentioned contract until June 24<sup>th</sup>, 2016 but at the revised contract prices hereby enclosed for consideration (please attach information including justification for a price increase).

I do not wish to extend my contract with the City.

Print Name: Sharon Harbottle

Signed: [Signature] Dated: March 7/16

Please confirm your GST/HST Registration #: 868 957 663

**To update our files, please provide a current copy of your WSIB Certificate and Certificate of Insurance**



# ADDENDUM

Tender PWO-RFT-003-2015

For Roadway Centre Line and Edge Line Painting

**Whereas** - The City of Temiskaming Shores wishes to incorporate a new provision within the scope of work, (Page 18)

Please be advised that... For the sake of this contract the City requires that; the work shall consist of retracing and pre-marking existing 10cm wide pavement markings comprised of 68,991 linear metres of yellow centre line roadway markings as well as 82,437 linear metres of white edge line commencing at north boundary limits of Temiskaming Shores and ending at southern boundary limit.

The work shall be pre-marked and written approval or clearance obtained from the City's Road Supervisor or his designate prior to application of paint.

The City regrets any inconvenience this may cause. Thank You for your time.

Please acknowledge receipt of this addendum by signing below and returning copy of same by fax to

**Gary Wadge**  
**Public Works Clerk**  
**FAX # (705) 647-9632**

I hereby acknowledge receipt of this addendum, understand and shall make allowances for the change.



SIGNED



PLEASE PRINT

*Midwestern Line Striping Inc*  
COMPANY

**CSIO CERTIFICATE OF INSURANCE**

DATE (YY/MM/DD)  
March 9, 2016

**BROKER**  
Howard Noble Insurance Limited  
1 Hurontario St, P O Box 205  
Collingwood, Ontario L9Y 3Z6

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

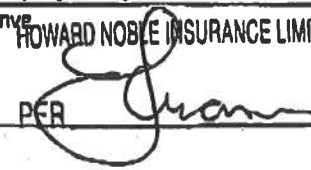
**INSURED**  
Midwestern Line-Stripping Inc a/o Valley Holdings Inc  
& Sharon Harbottle  
416310 Tenth Line Box 159  
Clarksburg, Ontario N0H 1J0

COMPANIES AFFORDING COVERAGE	
COMPANY A	Economical Insurance Group
COMPANY B	
COMPANY C	

**COVERAGES**  
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. **LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (YY/MM/DD)	POLICY EXPIRATION DATE (YY/MM/DD)	LIMITS	
A	GENERAL LIABILITY	004719458	Dec 14, 2015	Dec 14, 2016	EACH OCCURRENCE	\$5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE	
	<input type="checkbox"/> CLAIMS MADE				PRODUCTS - COMP/OP AGG	\$5,000,000
	<input checked="" type="checkbox"/> OCCURRENCE				PERSONAL INJURY	\$5,000,000
	TENANT'S LEGAL LIABILITY				TENANT'S LEGAL LIABILITY	\$250,000
	NON-OWNED				MED EXP (Any One Person)	\$25,000
	HIRED				NON-OWNED	\$5,000,000
	AUTOMOBILE LIABILITY				BODILY INJURY & PROPERTY DAMAGE COMBINED	
	<input type="checkbox"/> DESCRIBED AUTOMOBILES				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> LEASED AUTOMOBILES				PROPERTY DAMAGE	
	EXCESS LIABILITY				EACH OCCURRENCE	
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	OTHER					

ADDITIONAL INSURED	DESCRIPTION OF OPERATIONS / LOCATIONS / AUTOMOBILES / SPECIAL ITEMS
City of Temiskaming Shores The above are shown as additional insured but only with respect to the legal liability arising out of the operation of the Named Insured.	Line Painting And Sweeping

CERTIFICATE HOLDER	CANCELLATION
City of Temiskaming Shores P.O. Box 2050 325 Farr Drive Haileybury, Ontario, P0J 1K0	Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
	AUTHORIZED REPRESENTATIVE HOWARD NOBLE INSURANCE LIMITED Jessica Cramer PER 



**eClearance**

**Clearance Certificate**

Clearance Certificate Generation Result

Contractor Legal / Trade Name	Contractor Address	Contractor Classification Unit and Description	Clearance Certificate Number	Validity period (dd-mmm-yyyy)	Principal Legal / Trade Name	Principal Address
MIDWESTERN LINE STRIPING INC	PO BOX 159, 416310 10TH LINE, CLARKSBURG, ON, N0H1J0, CA	4275-001: Painting and Decorating	E2000008ZDE1	09-Mar-2016 - 19-May-2016	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES / PARENT ACCOUNT	PO BOX 2050, HAILEYBURY, ON, P0J1K0, CA

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

**By-law No. 2016-046**

**Being a by-law to enter into a Purchase Agreement  
with Joe Johnson Equipment Inc. for the supply and  
delivery of a Sewer Vacuum / Flusher Truck**

**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-013-2016 at the April 5, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Joe Johnson Equipment Inc. for the supply and delivery of one (1) 2015 Sewer Vacuum / Flusher Truck – designated as Bid "A" (PW-RFP-004-2016) at an upset limit of \$369,000 plus applicable taxes as well as various nozzles, attachments and components as outlined in Appendix 03, conditional to the satisfaction of the City, based on test demonstrations upon delivery of the Sewer Vacuum / Flusher Truck at an upset limit of \$35,000 plus applicable taxes for consideration at the April 5, 2016 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 purchase agreement with Joe Johnson Equipment Inc. for the supply and delivery of one (1) 2015 Sewer Vacuum / Flusher Truck at an upset limit of \$369,000 plus applicable taxes as well as various nozzles, attachments and components at an upset limit of \$35,000 plus applicable taxes 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 5<sup>th</sup> day of April, 2016.**

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

## **By-law 2016-046**

Equipment Purchase Agreement between

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

and

**Joe Johnson Equipment Inc.**

For the supply and delivery of one (1) 2015 Sewer  
Vacuum / Flusher Truck and various nozzles,  
attachments and components

**This agreement** made in duplicate this 5<sup>th</sup> day of April, 2016.

Between:

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

and

**Joe Johnson Equipment Inc.**  
(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) Sewer Vacuum / Flusher Truck 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-002-2016)  
Supply and Delivery of New Service Vehicle**

- b) Do and fulfill everything indicated by this Agreement and in the Specification attached hereto as Appendix 01 and provide various nozzles, attachments and components attached hereto as Appendix 02 and forming part of this agreement.

Article II:

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the supply and delivery of one (1) Sewer Vacuum / Flusher Truck in the amount of Three Hundred and Sixty-Nine Thousand Dollars and Zero cents (\$369,000.00) plus applicable taxes;
- b) Pay the Supplier in lawful money of Canada for the supply of various nozzles, attachments and components, conditional to the satisfaction of the City, based on test demonstrations to an upset limit of Thirty-Eight Thousand, Eight Hundred and Fifty-five Dollars and Eighty-one cents (\$38,855.81) plus applicable taxes;
- c) 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:

**Joe Johnson Equipment Inc.**  
2521 Bowman Street  
Innisfil, Ontario  
L9S 3V6

Attn.: Tisyn Milne

The Owner:

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

Attn.: Mitch Lafreniere

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

Signed and Sealed in )  
the presence of )

Supplier's Seal )  
(if applicable) )

Municipal Seal )

**Joe Johnson Equipment Inc.**

\_\_\_\_\_  
Sewer / Sweeper Product Manager – Tisyn Milne

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2016-046**

Form of Agreement  
Sewer Vacuum Flusher Truck

**Clean Air. Clean Water. Clean Streets.**



## **BID "A"**

**FLEET LEASE RETURN VACTOR 2100 PLUS PD ON A  
WESTERN STAR 4700**

***Request for Proposal PW-RFP-004-2016***

**Supply and Delivery of a Vacuum Truck**



**jjei.com**

**ALBANY**  
518.487.4011

**BARRIE**  
705.733.7700

**CALGARY**  
403.355.3414

**CHILE**  
+56 2 429 4190

**EDMONTON**  
780.469.1584

**HALIFAX**  
902.468.7700

**MONTREAL**  
450.253.0805

**OTTAWA**  
613.733.7700

**ROCHESTER**  
585.254.7700

**TORONTO**  
905.532.0227

**WINNIPEG**  
204.338.0556





Dymond  
Haileybury  
New Liskeard

Discover a whole new Ontario • Découvrez un tout nouvel Ontario

BID "A"

City of Temiskaming Shores  
Request for Proposal  
PW-RFP-004-2016  
Supply and Delivery of a Vacuum Truck



## 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 a Vacuum Truck, model year should be within the last two years. Successful bidder will also supply on-site training to city employees equivalent to one week or as needed by the city. It is also important to note that bidders can submit multiple units if available.

## 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 may be in hard copy and submitted to the following address:

**City of Temiskaming Shores**  
P.O Box 2050  
325 Farr Drive  
Haileybury, Ontario P0J 1K0  
Attention: Dave Treen, Municipal Clerk "PW-RFP-004-2016 Supply and Delivery of a Vacuum Truck"

The closing date for the submission of Proposals will be at **2:00 pm local time on Thursday February 25, 2016.**

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



## Questions

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

**Mitch Lafreniere**

Manager of Physical Assets

City of Temiskaming Shores

325 Farr Drive

Temiskaming Shores, ON P0J 1K0

Phone: (705) 672-3363 ext. 4113

Fax: (705) 672-3200

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



**Scope of Work**

Supply and Deliver a Vacuum Truck preferably with a model year within the last two years with the following criteria or city approved equivalent:

Fleet Lease return 2015 Vactor 2100 Plus PD mounted on a Western Star 4700 series chassis

**Water System:**

Must be capable of at **minimum** 100 GPM (Gallons per Minute) @ 2000 PSI for flushing purposes

Yes - pump rated at 100 gpm @ 2500 PSI and configured to 80 GPM @ 2500 PSI

Piranha 2500 psi 600' x 1" Rodder Hose mounted on swiveling, extendable reel with 800' x 1" Capacity

Yes - 500' of 1" Piranha hose provided

Recirculation port for front hose reel

Yes

Accumulator for Jet Rodder system

Yes

Cold Weather recirculation system capable of at **minimum** 25 GPM, to be operated in both stationary, and over the road Yes

Minimum 20 GPM, 600 PSI Catch basin cleaning Hand gun, hose reel mounted on Passenger side of unit

Yes - 10 GPM for operator safety

Hydro Excavation Circuit, hose reel mounted passenger side, 50' hose, with recirculation port

Yes

Electronic control of water pressure via variable flow hydraulic pumps

Yes

12 volt, **minimum** 420,000 BTU boiler plumbed into the hydro excavator circuit for hot water or equivalent. **This item to be priced separately.** Yes - see quotation for optional pricing

Aluminum Water tanks, **minimum** 1500 USG capacity

Yes - 1300 gallon capacity

Air purge system utilizing truck air pressure to purge water system for winterization

Yes

**Debris Body:**

Minimum of 15 cubic yard debris body

12 cubic yard

Full dumping

Yes

Full opening rear door

Yes

60" dump height

Yes

Preferred rear mounted centrifugal separators (cyclones) to dump with debris body

Yes

Body washout nozzle mounted inside of debris body at front

Yes

Hydraulically operated pump off system, discharge on Curbside, forward area of debris body

Yes - rear door mounted

Cage assembly inside debris body to protect pump-off pump from damage, and keep solids in Debris body

Yes





6" valve mounted at 3:00 position with internal screen for the purposes of dewatering

Yes

6" Valve mounted at 6:00 position with removable internal screen

Yes

Debris body inspection port with ladder

No - not required with Vactor 2100 Plus Design

Lube manifolds

Yes

180 Degree Rotation, Front loading 8 ft Hydraulic telescoping boom equipped with 8" hose

Yes - Exceed 10' Hydraulic Tele Boom with 8" hose

#### Controls:

Front Hose reel Operator station

Yes

Hard wired pendant control

Yes

Wireless remote control system

Yes

Digital Display of water flow, blower/engine RPM in single screen, mounted on front hose reel

Yes

Electronic startup "Hot Shift" of blower from operator station at front hose reel

No - In Stock unit - Blower easily engaged from inside cab

#### Lighting

LED Arrow stick mounted on rear of unit

Yes

Hand Spot light with plug at front bumper

Yes

Rear Strobe Light

Yes

Front Strobe light

Yes

LED Work Lamps on boom

Yes

#### Chassis

Tandem axle Kenworth T800 Chassis or equivalent

Tandem Axle Western Star 4700

Minimum 485 horsepower

370 HP Cummins

Allison 6 speed automatic

Yes

Minimum 20,000 lb front axle weight rating

Yes



**City of Temiskaming Shores**  
**PW-RFP-004-2016**  
Supply and Delivery of a Vacuum Truck

PW-RFP-004-2016

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Joe Johnson Equipment Inc.  
(Registered Company Name/Individuals Name)

Of, 2521 Bowman Street, Innisfil, ON L9S 3V6  
(Registered Address and Postal Code)

Business:

Phone Number (705) - 733-7700

Fax Number (705) - 733-8800

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

Price for unit (less HST)	\$ <u>369,000.00</u>
Model Year	<u>2015</u>
Total including HST	\$ <u>416,970.00</u>
Boiler for hot water(less HST) 400,000 BTU	\$ <u>7,134.40</u>
800,000 BTU	\$ <u>10,522.00</u>

Lead Time 30 - 45 days from receipt of purchase order  
Unit is In-Stock - Current Kms. 12,735  
Subject to Prior Sale



## Proposal Evaluation Criteria

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

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

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 vehicles.	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-004-2016**  
Supply and Delivery of a Vacuum Truck

**NON COLLUSION AFFIDAVIT**

I/ We Joe Johnson Equipment Inc. 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

Tisyn Milne

Company Name

Joe Johnson Equipment Inc.

Title

Sewer / Sweeper, Product Manager



**City of Temiskaming Shores**  
**PW-RFP-004-2016**  
Supply and Delivery of a Vacuum Truck

**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:

---

---

---

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 Innisfil, ON this 23 day of February, 2016.

FIRM NAME: Joe Johnson Equipment Inc.

BIDDER'S AUTHORIZED OFFICIAL: Tisyn Milne

TITLE: Sewer / Sweeper, Product Manager

SIGNATURE: 





**JOE JOHNSON EQUIPMENT**  
**CLEAN AIR. CLEAN WATER. CLEAN STREETS.**

# VACTOR 2100 PLUS PD



## CHASSIS

## BODY

- Western Star 4700
- 370 HP Cummins ISL Engine
- Automatic Transmission Allison 3000 – 6 Speed
- 20,000lbs, front axle
- 44,000lbs, tandem rear axles
- 46,000lbs Air Liner rear suspension
- 100 U.S Gallon Fuel Capacity
- Driver Air Ride Seat
- Tele Tilt Steering Column
- Air Conditioning
- AM/FM/CD/Weatherband Stereo, CB Radio
- Dual Heated Mirrors
- Painted White
- Work Lights On Boom
- LED Strobe Lights Front/Rear
- 824-18" HG PD Blower
- 12 yard debris body / 1300 Gal Water
- 80 @ 2500 PSI
- 10' HYD Telescoping Boom
- Omnex T300 Control w/Bellypack
- Joystick Boom Control
- Tele/Rotate Hose Reel W/ 500' x 1" Rodder Hose
- 6" Knife Valve Rear Door w/Camlock, 3:00 Position
- 6" Knife Valve Rear Door w/Camlock, 6:00 Position
- 60" Dump Height W/ Splash Shield
- Centrifugal Separators
- Accumulator Water System
- Hydro-Ex Circuit
- Extreme Cold Weather Recirc 25gpm
- Fold Down Pipe Rack Curbside
- Low Water Light/Alarm
- Rodder Pump Ball Valve Drains
- Behind Cab Toolbox 16 x 30 x 96
- Painted White

ALBANY BARRIE CALGARY CHILE EDMONTON HALIFAX LOUISIANA MICHIGAN MONTREAL OHIO OTTAWA ROCHESTER TEXAS TORONTO WINNIPEG



**RENTALS**



**jjei.com | 1.800.263.1262**





Prepared for:  
 Tisyn Milne  
 Joe Johnson Equipment  
 2521 Bowman  
 Innisfil, ON L9S 3V6  
 Phone: 705-733-7700

Prepared by:  
 Dave Woolley  
 B & I COMPLETE TRUCK CENTRE  
 480 DUNLOP ST. WEST  
 BARRIE, ON L4N9W5

## S P E C I F I C A T I O N   P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
<b>Price Level</b>			
PRL-08T	WESTERN STAR 4700 PRL-08T (EFF:01/28/14)		
<b>Data Version</b>			
DRL-010	SPECPRO21 DATA RELEASE VER 010		
<b>Vehicle Configuration</b>			
001-451	WESTERN STAR 4700 SET-BACK FRONT AXLE CHASSIS	9,230	6,850
004-215	2015 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
<b>General Service</b>			
AA1-002	TRUCK CONFIGURATION		
AA6-003	DOMICILED, CANADA (OTHER THAN QUEBEC)		
RCE-00F	FIXED CANADIAN EXCHANGE		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-002	LIQUID BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A5	WESTERN STAR VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 60000.0 lbs		



Prepared for:  
 Tisyn Milne  
 Joe Johnson Equipment  
 2521 Bowman  
 Innisfil, ON L9S 3V6  
 Phone: 705-733-7700

Prepared by:  
 Dave Woolley  
 B & I COMPLETE TRUCK CENTRE  
 480 DUNLOP ST. WEST  
 BARRIE, ON L4N9W5

Data Code	Description	Weight Front	Weight Rear
<b>Truck Service</b>			
AA3-034	SEWER/INDUSTRIAL VACUUM BODY		
<b>Engine</b>			
101-2XN	CUM ISL 370 HP @ 2000 RPM, 2100 GOV RPM, 1250 LB/FT @ 1400 RPM	-850	-70
<b>Electronic Parameters</b>			
79A-065	85 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
79V-001	ENABLE REGENERATION IN PTO MODE		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
<b>Engine Equipment</b>			
99C-013	2013 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG14		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-1EH	(3) ALLIANCE ABSORBED GLASS MAT MODEL 9A31, GROUP 31, 12 VOLT MAINTENANCE FREE 2775 CCA THREADED STUD BATTERIES		
290-1AC	PASSENGER SEAT BATTERY BOX VENTED TO OUTSIDE OF CAB		
282-013	BATTERY BOX MOUNTED UNDER PASSENGER SEAT		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		



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Data Code	Description	Weight Front	Weight Rear
289-006	PLASTIC BATTERY BOX COVER		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-040	ELECTRONIC ENGINE INTEGRAL WARNING AND DERATE PROTECTION SYSTEM		
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE		
28F-007	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND DASH MOUNTED SINGLE REGENERATION REQUEST/INHIBIT SWITCH		
239-026	10 FOOT 06 INCH (126 INCH+0/-5 INCH) EXHAUST SYSTEM HEIGHT		
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK	40	20
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
23Z-002	NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER	15	5
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
273-048	HORTON 2-SPEED DRIVEMASTER POLAREXTREME FAN DRIVE		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
120-009	FLEETGUARD PLAIN COOLANT FILTER	10	
266-017	1300 SQUARE INCH ALUMINUM RADIATOR	-20	
267-006	MOUNTING FOR FIREWALL MOUNTED SURGE TANK		
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT		



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Data Code	Description	Weight Front	Weight Rear
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20	
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
166-998	NO OIL PREHEATER		
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH		
<b>Transmission</b>			
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	-110	-35
<b>Transmission Equipment</b>			
343-323	ALLISON VOCATIONAL PACKAGE 172 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
34C-010	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR, BLUNT CUT, MOUNTED BETWEEN DRIVER AND PASSENGER SEATS		
362-1Y0	(2) CUSTOMER INSTALLED CHELSEA 277 SERIES PTO'S		
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		



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Data Code	Description	Weight Front	Weight Rear
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
<b>Front Axle and Equipment</b>			
400-1AC	MFS-20-133A 20,000# FL1 SINGLE FRONT AXLE	60	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
406-001	STANDARD KING PIN BUSHINGS		
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	90	
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER		
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE		
<b>Front Suspension</b>			
620-006	20,000# FLAT LEAF FRONT SUSPENSION	50	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
<b>Rear Axle and Equipment</b>			
420-1K7	MT-44-14X 44,000# R-SERIES TANDEM REAR AXLE		105
421-529	5.29 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-074	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	55	55
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		



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Data Code	Description	Weight Front	Weight Rear
452-005	DRIVER CONTROLLED TRACTION DIFFERENTIAL - REAR MOST TANDEM/TRIDEM REAR AXLE		20
878-021	(1) INTERAXLE LOCK VALVE AND (1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR-REAR AXLE VALVE		
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
87B-008	INDICATOR LIGHT FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-005	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		10
440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS		
426-075	HALDEX GOLDSEAL LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE		
<b>Rear Suspension</b>			
622-199	AIRLINER 46,000# REAR SUSPENSION		40
621-007	AIRLINER HIGH POSITION RIDE HEIGHT		
431-005	AXLE SEATS WITH RETAINERS		
624-016	51 INCH AXLE SPACING		
888-048	MANUAL DUMP VALVE FOR AIR SUSPENSION WITH GAUGE		
87D-006	INDICATOR LIGHT FOR EACH REAR SUSPENSION CONTROL SWITCH		
910-001	SINGLE AIR REAR SUSPENSION LEVELING VALVE		
623-002	TRANSVERSE CONTROL RODS		
439-005	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)		
<b>Brake System</b>			
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		



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Data Code	Description	Weight Front	Weight Rear
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
483-003	BENDIX OIL COALESCING FILTER FOR AIR DRYER		
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL MOUNT AIR DRYER 120" FROM CENTRE LINE TO CENTRE LINE OF TANDEMS		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
485-045	METALLIC AIR MANIFOLD MOUNTED TO BACK OF CAB CROSSMEMBER WITH SIX 1/4 INCH FITTINGS AND 70 PSI PROTECTION VALVE	15	

#### Wheelbase & Frame

545-660	6600MM (260 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	670	-210
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	245	426
552-038	1800MM (71 INCH) REAR FRAME OVERHANG		
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-30	120
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	122	-10
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA): 196.69 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA): 193.69 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 400.61		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 196.69 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 115.04 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 145.12 in		
553-001	SQUARE END OF FRAME		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		
568-001	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER		

#### Chassis Equipment

Application Version 8.6.126  
 Data Version PRL-08T.010  
 JJEI Stock 4700 2014



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Data Code	Description	Weight Front	Weight Rear
556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-110	
586-015	FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
<b>Fuel Tanks</b>			
204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	20	
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-007	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-075	ALLIANCE FUEL FILTER/WATER SEPARATOR	15	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
20E-998	NO AUXILIARY FUEL SUPPLY AND RETURN PORTS		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
221-009	CUSTOM FUEL COOLER		
	MOUNT FUEL COOLER 120" FROM TANDEM CENTRE LINE TO FRONT FACE OF COOLER		
<b>Tires</b>			
093-2AD	GOODYEAR G296 MSA 445/65R22.5 20 PLY RADIAL FRONT TIRES	188	
094-0JY	GOODYEAR G182 RSD 11R22.5 16 PLY RADIAL REAR TIRES		176
<b>Hubs</b>			
418-056	CONMET PRESET PLUS IRON FRONT HUBS		
450-056	CONMET PRESET PLUS IRON REAR HUBS		
<b>Wheels</b>			
502-091	ACCURIDE 29374A 22.5X12.25 10-HUB PILOT 4.75 INSET 10-HAND ALUMINUM DISC FRONT WHEELS	-14	
505-718	ALCOA LVL ONE 88367X ALUMINUM OUTSIDE, ACCURIDE 50408 ACCU-LITE STEEL INSIDE; 22.5X8.25 10-HUB PILOT DISC REAR WHEELS		-168
524-001	POLISHED FRONT WHEELS; OUTSIDE ONLY		
525-001	POLISHED REAR WHEELS; OUTSIDE OF OUTER WHEELS ONLY		
496-011	FRONT WHEEL MOUNTING NUTS		





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Data Code	Description	Weight Front	Weight Rear
497-011	REAR WHEEL MOUNTING NUTS		
498-011	NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES		
<b>Cab Exterior</b>			
829-1A8	110 INCH BBC STEEL CONVENTIONAL CAB		
82A-008	WESTERN STAR STAINLESS STEEL CAB SKIRT		
650-044	AIR CAB MOUNTS WITH CHECK VALVE		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-001	FRONT FENDERS		
754-001	2 INCH FENDER EXTENSIONS	5	
678-031	LH AND RH EXTERIOR GRAB HANDLES AND LH AND RH INTERIOR GRAB HANDLES MOUNTED TO A POST		
646-008	STATIONARY BRIGHT FINISH GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
640-009	HEAVY DUTY STEEL CAB FLOOR		
644-004	FIBERGLASS HOOD		
690-007	HOOD LINER INSULATION WITH SINGLE FIREWALL INSULATION		
727-096	DUAL ROUND AIR HORNS, SINGLE BASE, MOUNTED UNDER CAB		
726-001	SINGLE ELECTRIC HORN		
657-1AG	DOORS AND IGNITION KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
327-012	SWITCH, INDICATOR LIGHT AND WIRING FOR (2) CUSTOMER FURNISHED BEACONS		
312-072	SINGLE RECTANGULAR SEALED BEAM HEADLIGHTS WITH BRIGHT BEZELS		
302-022	LED MARKER LAMPS		
311-003	DAYTIME RUNNING LIGHTS WITH ROCKER/TOGGLE MOMENTARY INTERRUPTER SWITCH		
294-1AU	INDIVIDUAL LED STOP/TURN/BACKUP LIGHTS GROMMET MOUNTED BELOW RAIL		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-008	DUAL STAINLESS STEEL HEATED MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AA	LH AND RH SUREPLUS 574 8 INCH BRIGHT FINISH HEATED CONVEX MIRRORS WITH SEPARATE ADJUSTMENT, MOUNTED BELOW MIRROR		



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Data Code	Description	Weight Front	Weight Rear
74A-001	RH DOWN VIEW MIRROR		
74B-079	RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKETS	4	
729-001	STANDARD SIDE/REAR REFLECTORS		
787-020	ELECTRIC DOOR LOCKS, MECHANICAL KEY TUMBLER		
764-002	STAINLESS STEEL EXTERIOR SUN VISOR	28	
768-046	17.5X35 INCH TINTED REAR WINDOW		
661-008	TINTED DOOR GLASS		
654-006	RH ELECTRIC AND LH MANUAL WINDOWS	2	
769-002	LOWER RH DOOR WINDOW WITH FRESNEL LENS	7	
663-014	2-PIECE TINTED CURVED BONDED WINDSHIELD		
659-016	1.5 GALLON WINDSHIELD WASHER RESERVOIR MOUNTED UNDER CAB WITH REMOTE FILL		
<b>Cab Interior</b>			
707-1D0	GRAY VINYL BASE INTERIOR		
70K-006	GREY HARD TRIM		
706-049	BASE LEFT HAND DOOR TRIM		
708-049	BASE RIGHT HAND DOOR TRIM		
772-007	BLACK MATS WITH DOUBLE INSULATION		
785-007	DASH MOUNTED ASH TRAY AND LIGHTER, DRIVER SIDE		
691-001	FORWARD ROOF MOUNTED CONSOLE		
694-009	PASSENGER SIDE WING DASH MOUNTED GLOVE BOX WITH LOCKING DOOR		
693-025	LH AND RH DOOR MAP POCKETS		
741-029	COAT HOOK ON RH BACKWALL OF CAB		
742-032	(1) DOUBLE CUP HOLDER WITH CELL PHONE HOLDER LH OR RH DASH		
680-034	TWO-TONE CHARCOAL UPPER/COOL GRAY LOWER SOFT TOUCH WING DASH WITH BLACK DRIVER SIDE COSMETIC UNDER DASH COVER		
320-004	STANDARD WIRING		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-010	HVAC DUCTING WITH FOAM MAIN FRESH AIR FILTER AND OUTSIDE PRE-FILTER		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		



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Data Code	Description	Weight Front	Weight Rear
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER		
702-002	BINARY CONTROL, R-134A		
739-002	ADDITIONAL CAB SIDEWALL INSULATION	60	10
285-019	AUTOMATIC SELF-RESET CIRCUIT BREAKER IN MAIN DASH POWER DISTRIBUTION BOX AND CIRCUIT BREAKER/FUSE IN AUXILIARY POWER DISTRIBUTION BOXES		
324-076	DOOR ACTIVATED DOME LIGHT, UNDER DASH LIGHT WITH LH AND RH DOOR MOUNTED COURTESY LIGHTS AND LH AND RH READING LIGHTS		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
756-1D9	PREMIUM HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER	40	
760-294	BATTERY BOX MID BACK NON SUSPENSION PASSENGER SEAT		
759-009	INBOARD DRIVER SEAT ARMREST, NO PASSENGER SEAT ARMREST	2	
758-022	BLACK MORDURA CLOTH DRIVER SEAT COVER		
761-023	BLACK MORDURA CLOTH PASSENGER SEAT COVER		
763-003	3 POINT DRIVER AND PASSENGER SEAT BELT RETRACTORS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-020	2-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL(S)		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

#### Instruments & Controls

185-004	STANDARD FOOT PEDAL SYSTEM
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK
870-005	STAR GAUGES WITH BRIGHT BEZELS
732-001	BLACK DRIVER INSTRUMENT PANEL
734-001	BLACK CENTER INSTRUMENT PANEL
486-001	LOW AIR PRESSURE LIGHT AND BUZZER
838-001	(1) SINGLE BRAKE APPLICATION AIR GAUGE
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES

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Data Code	Description	Weight Front	Weight Rear
198-024	FILTERMINDER DASH MOUNTED AIR RESTRICTION GAUGE	2	
721-001	97 DB BACKUP ALARM		3
149-012	CRUISE CONTROL SWITCHES IN THE CENTER PANEL		
156-033	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY WITH ECM STARTER LOCKOUT		
811-001	WARNING LAMP/LIGHT BAR DISPLAY, NON-DATA LINKED		
160-025	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-071	ENGINE REMOTE INTERFACE WITH INCREMENT/DECREMENT		
163-013	ENGINE REMOTE INTERFACE CONNECTOR IN CAB BETWEEN DRIVER AND PASSENGER SEATS		
858-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-026	STAR GAUGE ENGINE HOUR METER IN DASH	2	
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-1B0	AM/FM/WB RADIO WITH CD PLAYER, BLUETOOTH AND MICROPHONE, USB, FRONT AND REAR AUXILIARY INPUTS AND J1939	10	
747-002	ROOF/OVERHEAD CONSOLE MOUNTED RADIO		
750-004	(4) RADIO SPEAKERS IN CAB		
748-026	POWER AND GROUND WIRING FOR CB RADIO IN OVERHEAD CONSOLE		
752-018	MULTI-BAND AM/FM/WB/CB DUAL MIRROR MOUNTED ANTENNA SYSTEM	4	
810-043	ELECTRONIC KPH SPEEDOMETER WITH SECONDARY MPH SCALE, WITH ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-998	NO MPH AND/OR RPM GRAPH		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
329-1AV	FOUR IGNITION CONTROLLED EXTRA SWITCHES WITH INDICATOR LIGHT, 10 AMPS, WIRED BETWEEN DRIVER AND PASSENGER SEATS		
836-001	2 INCH VOLTMETER		



Prepared for:  
 Tisyn Milne  
 Joe Johnson Equipment  
 2521 Bowman  
 Innisfil, ON L9S 3V6  
 Phone: 705-733-7700

Prepared by:  
 Dave Woolley  
 B & I COMPLETE TRUCK CENTRE  
 480 DUNLOP ST. WEST  
 BARRIE, ON L4N9W5

Data Code	Description	Weight Front	Weight Rear
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-015	CAB/TRAILER MARKER LIGHT SWITCH WITH SEPARATE HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-026	VSM NON CANCELING TURN SIGNAL SWITCH WITH INTEGRAL HEADLAMP DIMMER WITH BRAKE OVERRIDE		
298-036	PACIFIC INSIGHT ELECTRONIC FLASHER		

**Design**

065-000 PAINT: ONE SOLID COLOR

**Color**

980-5F6 CAB COLOR A: L0006EB WHITE ELITE BC  
 96J-001 CAB INTERIOR PAINTED SAME AS CAB COLOR  
 986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT  
 966-972 POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)

**Certification / Compliance**

996-002 CANADA CMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

**Secondary Factory Options**

998-001 CORPORATE PDI CENTER IN-SERVICE ONLY  
 999-014 DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE

**TOTAL VEHICLE SUMMARY**

**Weight Summary**

	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>†</sup>	9926 lbs	7347 lbs	17273 lbs
Total Weight <sup>†</sup>	9926 lbs	7347 lbs	17273 lbs



**Prepared for:**  
Tisyn Milne  
Joe Johnson Equipment  
2521 Bowman  
Innisfil, ON L9S 3V6  
Phone: 705-733-7700

**Prepared by:**  
Dave Woolley  
B & I COMPLETE TRUCK CENTRE  
480 DUNLOP ST. WEST  
BARRIE, ON L4N9W5

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.





Appendix 02 to  
Schedule "A" to

**By-law No. 2016-046**

Various nozzles, attachments and components



# Joe Johnson Equipment Inc.

2521 Bowman Street  
Innisfil, Ontario, Canada  
L9S 3V6

Clean Air. Clean Water. Clean Streets.

**Ship To:** SAME AS BELOW

**Invoice To:** CITY OF TEMISKAMING  
SHORES  
325 FARR DR  
HAILEYBURY ON P0J 1K0

Branch 01 - INNISFIL		
Date 03/10/2016	Time 16:03:33 (O)	Page 1
Account No. TEMIS001	Phone No. 7056723363	Est. No. 03 009520
Ship Via	Purchase Order VACTOR SPEC.	
Salesperson		Salesperson ID JCA / SKL

Attention: MITCH LAFRENIERE ESTIMATE EXPIRY DATE: 03/24/2016  
HST/GST 121730378 RT0001 PST 4300-8925 Dealer # 4524799  
Estimate will be honoured for 30 days from the date of the Estimate

## PARTS ESTIMATE • Not An Invoice

Part#	Description	Qty	Price	Amount
-------	-------------	-----	-------	--------

ALL NOZZLES CURRENTLY IN STOCK

-----

KEG HIGH PERFORMANCE NOZZLES AND WARTHOG WG NOZZLE HAVE A BULK DISCOUNT - UNTIL APRIL 30TH, 2016

-----

ENVIROSIGHT JETSCAN INCLUDES:  
UNIT, 6 INCH SKID AND 8 INCH SKID

-----

100045-C	1" EQUALIZER NO	1	5463.88	5463.88
100123-C	10 JET FLOOR CL	1	4988.68	4988.68
100063-C	1" RAMBO NOZZLE	1	1450.90	1450.90
100066-S	1/2 RAMBO NOZZL	1	483.85	483.85
100073-C	1" ROTOR NOZZLE	1	1863.54	1863.54
100031-C	TORPEDO NOZZLE	1	2238.81	2238.81
WG-1-2060	WARTHOG W/HEAD	1	2804.72	2804.72
E-JET-SYS-COMBO	JETSCAN CAMERA	1	15091.29	15091.29
Subtotal:				34385.67
Tax:				4470.14
TOTAL:				38855.81

Authorization: \_\_\_\_\_

Joe Johnson Equipment Inc (JJE) is neither responsible nor liable for any loss, damage or injury, however caused, to trucks, units, contents, cargo or person directly or indirectly related to an installation, use or mechanical failure of a part or product. JJE expressly disclaims and is held harmless from any direct losses or consequential losses that may result from the repair or operation of customer operated product or installation / use of a part. JJE is held harmless from any direct losses or consequential losses that may result from late delivery of a part, service or product. JJE makes no assurance whatsoever regarding any desired or intended purpose of a part or product.

BARRIE	CALGARY	CHILE	EDMONTON	HALIFAX	OTTAWA	MONTREAL	TORONTO	WINNIPEG
705.733.7700	403.355.3414	+56 2 24294190	780.469.1584	902.468.7700	613.733.7700	514.353.7700	905.532.0227	204.338.0556



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

**By-law No. 2016-047**

**Being a by-law to enter into an Agreement with  
Stephane Laferriere Enterprise (SLE) for Boardwalk  
Upgrades at the Haileybury Waterfront**

**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-015-2016 at the April 5, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Stephane Laferriere Enterprise (SLE) for Boardwalk Upgrades at the Haileybury Waterfront at an upset limit of \$49,140 plus applicable taxes for consideration at the April 5, 2016 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Stephane Laferriere Enterprise (SLE) for Boardwalk Upgrades at the Haileybury Waterfront at an upset limit of \$49,140 plus applicable taxes, 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 5<sup>th</sup> day of April, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2016-047**

Agreement between

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

and

**Stephane Laferriere Enterprise (SLE)**

for Boardwalk Upgrades at the Haileybury Waterfront

**This agreement** made in duplicate this 5<sup>th</sup> day of April, 2016.

Between:

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

and

**Stephane Laferriere Enterprise (SLE)**  
(hereinafter called “the Supplier”)

Witnesseth:

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

Article I:

The Supplier will:

- a) Provide Boardwalk Upgrades at the Haileybury Waterfront 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-002-2016)  
Supply and Delivery of New Service Vehicle**

- b) Do and fulfill everything indicated by this Agreement, Request for Proposal (PW-RFP-002-2016) and in the Specification attached hereto as Appendix 01 attached hereto and forming part of this agreement.

Article II:

The Owner will:

- a) Pay the Supplier in lawful money of Canada for Boardwalk Upgrades based on the following, plus applicable taxes:

Description	Unit Price	Total
Linear metre of wood replacement (1,800 m):	\$ 22/m	\$ 39,600.00
Relay stone (530 m <sup>2</sup> ):	\$18/m <sup>2</sup>	\$ 9,540.00

- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if

sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Supplier:

**Stephane Laferriere Enterprise (SLE)**  
254 Robert Street  
New Liskeard, Ontario  
P0J 1P0

The Owner:

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

Attn.: Stephane Laferriere

Attn.: Mitch Lafreniere

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

Signed and Sealed in )  
the presence of )

Supplier's Seal )  
(if applicable) )

Municipal Seal )

**Stephane Laferriere Enterprise (SLE)**

\_\_\_\_\_  
Owner – Stephane Laferriere

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2016-047**

Form of Agreement

for Boardwalk Upgrades at the Haileybury Waterfront





**City of Temiskaming Shores**  
**PW-RFP-005-2016**  
Boardwalk Upgrades Haileybury Waterfront

PW-RFP-005-2016

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Stephane La Ferrière  
(Registered Company Name/Individuals Name)

of, 254 Robert st. POJ 1P0  
(Registered Address and Postal Code)

Business:

Phone Number (205) - 648-3926

Fax Number ( ) - \_\_\_\_\_

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

	Quantity	Unit price	Total
Price per ln. m. for wood	1,800	\$ <u>22</u>	\$ <u>39 600</u>
Price per sq. m. to relay stone	530	\$ <u>18</u>	\$ <u>9 540</u>
Sub-Total			\$ <u>49 140</u>
Total including HST			\$ <u>55 528, 20</u>



Proposal Evaluation Criteria

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

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

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 vehicles.	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-005-2016**

**Boardwalk Upgrades Haileybury Waterfront**

**NON COLLUSION AFFIDAVIT**

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

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

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

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

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

Signed

Company Name

Stéphane Laperrière Entreprise (SLE)

Title

Owner



**City of Temiskaming Shores  
PW-RFP-005-2016**

**Boardwalk Upgrades Haileybury Waterfront**

**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:

---

---

---

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 12 o'clock this 14 day of March, 2016.

FIRM NAME:

Stephane Laferriere Enterprise

BIDDER'S AUTHORIZED OFFICIAL:

Stephane Laferriere

TITLE:

Owner

SIGNATURE:



# CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.  
This certificate does not amend, extend or alter the coverage afforded by the policies below.

<b>1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS</b> City Of Temiskaming Shores  325 Farr Dr. Haileybury, ON	<b>2. INSURED'S FULL NAME AND MAILING ADDRESS</b> Stephane Laferriere  254 Robert St. New Liskeard, ON
POSTAL CODE <b>P0J1K0</b>	POSTAL CODE <b>P0J 1P0</b>

**3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)**

**4. COVERAGES**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

**LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS**

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE Date YYYY/MM/DD	EXPIRY Date YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> CROSS LIABILITY  <input type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES	Aviva HAR 81624664	15/10/17	16/10/17	COMMERCIAL GENERAL LIABILITY		
				BODILY INJURY AND PROPERTY DAMAGE LIABILITY		<b>2000000</b>
				- GENERAL AGGREGATE		
				- EACH OCCURRENCE		<b>2000000</b>
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		<b>2000000</b>
				<input type="checkbox"/> PERSONAL INJURY LIABILITY		
				OR <input type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		
				MEDICAL PAYMENTS		
				TENANTS LEGAL LIABILITY		
				POLLUTION LIABILITY EXTENSION		
NON OWNED AUTOMOBILE						
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <small>** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small>				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				EACH OCCURRENCE		
				AGGREGATE		
<b>OTHER LIABILITY (SPECIFY)</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>						

**5. CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 0 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

<b>6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS</b> Paul Ayotte Insurance Brokers  514 Ferguson Avenue Haileybury, ON	<b>7. ADDITIONAL INSURED NAME AND MAILING ADDRESS</b> (but only with respect to the operations of the Named Insured)
POSTAL CODE <b>P0J 1K0</b>	
BROKER CLIENT ID: LAFEST1	

<b>8. CERTIFICATE AUTHORIZATION</b> ISSUER <b>Aviva</b> AUTHORIZED REPRESENTATIVE <b>Roger Gregoire</b> SIGNATURE OF AUTHORIZED REPRESENTATIVE <b>Roger Gregoire</b>	CONTACT NUMBER(S) TYPE <b>Business</b> NO. <b>705-672-2125</b> TYPE <b>Fax</b> NO. <b>705-672-3901</b> TYPE NO. TYPE NO. DATE <b>16/03/14</b> EMAIL ADDRESS <b>r.gregoire@paib.ca</b>
---	--



Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd- mmm-yyyy) / Période de validité (jj/mm/aaaa)
STEPHANE LAFERRIERE / STEPHANE LAFERRIERE ENTERPRISE	254 ROBERT ST. BOX 511, NEW LISKEARD, ON, P0J1P0, CA	4235-000: Roof Shingling 4232-000: Siding Work	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES / PARENT ACCOUNT	PO BOX 2050, HAILEYBURY, ON, P0J1K0, CA	W2000008ZNAO	14-Mar-2016 to 19- May-2016

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

**By-law No. 2016-048**

**Being a by-law to enter into an agreement with The Greenhaus for the Municipal Garden Maintenance Program**

**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-009-2016 at the April 5<sup>th</sup>, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with The Greenhaus for the Municipal Flower Maintenance Program for consideration at the April 5<sup>th</sup>, 2016 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with The Greenhaus for the Municipal Garden Maintenance Program in 2016 at an upset limit of \$2,935 plus applicable taxes attached and an option to negotiate the 2017 and 2018 program 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 5<sup>th</sup> day of April, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2016-048**

Agreement between

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

and

**The Greenhaus**

for the Municipal Garden Maintenance Program

**This agreement** made in duplicate this 5<sup>th</sup> day of April 2016.

Between:

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

(hereinafter called "the Owner")

and

**The Greenhaus**

(hereinafter called "the Contractor")

Witnesseth:

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

**Contractor Covenants**

The Contractor will:

- a) Supply plants, water, maintain, and winterize the Municipal Gardens as listed in RS-RFQ-003-2016, Municipal Garden Maintenance.
- b) Do and fulfill everything indicated by this Agreement and in the Quotation Documents attached hereto as Appendix 01 and forming part of this agreement.

**Owner Covenants**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services at the following rates plus applicable taxes, subject to additions and deductions as provided in the Contract Documents for the 2016 season:

Supply of Flowers:	\$ 1,120.00
Labour (55 hrs @ \$33/hr):	<u>\$ 1,815.00</u>
Total:	\$ 2,935.00

- 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.
- c) Pending satisfactory performance, negotiate the Garden Maintenance Program in 2017 and 2018.

## **Communication**

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

**The Greenhaus**  
P.O. Box 2456  
New Liskeard, Ontario  
P0J 1P0

The Owner:

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

The Director:

**The Director of Recreation Services**  
**City of Temiskaming Shores**  
P.O. Box 2050 / 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

**Remainder of page left blank intentionally**



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

Signed and Sealed in )  
the presence of )

Contractor’s Seal )  
(if applicable) )

Municipal Seal )

**The Greenhaus**

\_\_\_\_\_  
Owner - Simone Holzamer

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2016-048**

Form of Agreement

**QUOTATION SUBMISSION AND ACKNOWLEDGEMENT**

**Request for Quotation RS-RFQ-003-2016**

I/We have read and understand the terms, conditions and specifications which form part of this quotation package, and offer my/our services for the commodities in accordance with the said terms, conditions and specifications as outlined in the quotation submission for the

**TOTAL PURCHASE PRICE OF \$3316.55** for the municipal garden maintenance program in terms of a spring season clean up, planting, provision of flowers/shrubs/stone, general maintenance and watering throughout the season, and fall clean up as identified within, all inclusive of duty, freight, licensing and all other known costs including a garden maintenance program if applicable.

The quotation form 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.

Company Name The Greenhaus

Contact Name/ Title Simone Holzamer  
(Please print)

Address Box 2456, 824309 Heroux Rd

Telephone 705-647-6921 Fax \_\_\_\_\_

Date Feb 2/16 Authorizing Signature [Signature]

SPECIFICATIONS

Request for Quotation RS-RFQ-031-2016  
GARDEN MAINTENANCE PROGRAM

ITEM		TOTAL PRICE
Supply of Flowers		1120.00
Labor including spring clean up, planting, general maintenance and watering during season and fall clean up.	Per Hour: \$33.00 Total Hours: 55	1815.00
		2935.00
HST		381.55
TOTAL		3316.55

**CONFLICT OF INTEREST DECLARATION**

**Request for Quotation RS-RFQ-003-2016**

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 9:19 this 2<sup>nd</sup> day of February, 2016

FIRM NAME: The Greenhaus  
BIDDER'S AUTHORIZED OFFICIAL: Simone Hoczamer  
TITLE: OWNER/OPERATOR  
SIGNATURE: 

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

**By-law No. 2016-049**

**Being a by-law to enter into a Rental Agreement  
with Nortrax Canada for the rental of two Graders**

**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-016-2016 at the April 5, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Rental Agreement with Nortrax Canada for the rental of two graders as detailed in Request for Proposal PW-RFQ-005-2016 at a rental rate of \$5,930 per month per unit (plus applicable taxes) for the period from November 1<sup>st</sup> to March 31<sup>st</sup> for consideration at the April 5, 2016 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 Rental Agreement with Nortrax Canada for the rental of two (2) graders at a rate of \$5,930 per month per unit (plus applicable taxes) 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 5<sup>th</sup> day of April, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2016-049**

Equipment Purchase Agreement between

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

and

**Nortrax Canada**

for the rental of two (2) motor graders

**This agreement** made in duplicate this 5<sup>th</sup> day of April, 2016.

Between:

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

(hereinafter called "the Owner")

and

**Nortrax Canada**

(hereinafter called "the Supplier")

Witnesseth:

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

**Article I:**

The Supplier will:

- a) Provide two (2) Motor Graders on a rental basis 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-RFQ-005-2016)  
Rental of Grader**

- b) Do and fulfill everything indicated by this Agreement and in the Specification attached hereto as Appendix 01 and forming part of this agreement.

**Article II:**

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the rental of two (2) graders based on the following criteria:

<b>Period</b>	<b>Rental/mnth/unit</b>	<b>HST</b>	<b>Total Cost</b>
Nov 2016 to Mar 2017	\$5,930.00	\$104.39	\$6,034.39
Nov 2017 to Mar 2018	\$6,080.00	\$107.01	\$6,187.01
Nov 2018 to Mar 2019	\$6,230.00	\$109.65	\$6,339.65
Nov 2019 to Mar 2020	\$6,380.00	\$112.29	\$6,492.29
Nov 2020 to Mar 2021	\$6,530.00	\$114.93	\$6,644.93

- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.



Article III:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Supplier:

**Nortrax Canada**  
199 Mumford Rd. Unit F  
Sudbury, Ontario  
P3Y 1L2

Attn.: Tisyn Milne

The Owner:

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

Attn.: Mitch Lafreniere

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

Signed and Sealed in )  
the presence of )

Supplier's Seal )  
(if applicable) )

Municipal Seal )

**Nortrax Canada**

\_\_\_\_\_  
General Manager - Dean Derro

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2016-049**

Form of Agreement

Rental of Grader

**Organization:**

Please provide the following information concerning your organization.

Type of Entity:

(Corporation) NORTRAX CANADA INC.

(Partnership) \_\_\_\_\_

(Individual) \_\_\_\_\_

(Other) \_\_\_\_\_

Name of Principal, Owners or Partner: NORTRAX CANADA INC.

Years of Service: 9 YEARS - NORTRAX - PRIOR - ONTRAC EQUIPMENT INC. 20+ YEARS

Name & Position with Organization: JAMIE DiFRANCESCO - TERRITORY MANAGER

Number of years this organization has been in business: 20+ YEARS

Have members of this organization operated under former names/businesses?

Yes  No

If "yes," list name, type of entity and names of principal, owners or partners.

ONTRAC EQUIPMENT INC. - MARVIN MAUNULA - Owner/CEO

## Respondent Information Form

RESPONDENTS must complete this form and include with the Proposal Submission  
Please ensure all information is legible.

1.	Respondent's Main Contact Individual	JAMIE DiFRANCESCO
2.	Address	199 MUMFORD Rd. Unit F LIVELY, ONT P3Y 1L2
3.	Office Phone #	705-692-7272
4.	Toll Free #	855-952-7272
5.	Cellular #	705-690-9101
6.	Pager #	
7.	Fax #	705-692-1420
8.	e-mail address	Jamie.difrancesco@NORTRAX.COM
9.	Website	WWW.NORTRAX.COM
10.	Tax Account #	
11.	Manufacturer ISO Certified?	<span style="border: 1px solid black; border-radius: 50%; padding: 2px;">YES</span> NO

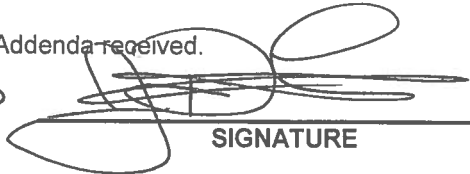
### Acknowledgement To Receipt Of Addenda

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addendum(s)

<u>ADDENDUM #</u>	<u>DATE RECEIVED</u>
# _____	_____
# _____	_____
# _____	_____

Check here if NO Addenda received.

JAMIE DiFRANCESCO  
RESPONDENT

  
SIGNATURE

March 22<sup>nd</sup> 2016  
DATE



PW-RFQ-005-2016

To the City of Temiskaming Shores, hereafter called the "Owner":

I/WE NORTRAX CANADA INC.

the undersigned declare:

1. THAT I/WE have carefully examined the locality and site of the proposed Works, as well as all the Contract Document (Health & Safety Regulations) relating thereto, prepared, submitted and rendered available by the Owner, by and on behalf of the Municipality and hereby acknowledge the same to be part and parcel of any Contract to be let for the Work therein described or defined.
2. THAT no Person(s), Firm or Corporation other than the one whose signature(s) of whose proper officers and the seal is or are attached below has any interest in this Bid or in the Contract proposed to be taken.
3. THAT this Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
4. I/WE represent that no member of Council, and no officer or employee of the Owner, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said contract, or in the supplies, Work or business in connection with the said contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from.
5. THAT the several matters stated in the said Bid are in all respects true accurate and complete.
6. THAT I/WE do hereby Bid and offer to enter into a Contract to do all the Work and to provide all of the labour and to furnish, deliver, place and erect all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of Bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.
7. THAT additions or alterations to or deductions from the said contract, if any, shall be made in accordance with the prices stated in Provisional Items of the Schedule of Unit prices in strict conformity with the requirements of the Contract and all unused monies in Provisional Items shall be deducted from the final cost of the Work and any quantities exceeding those shown shall be added.
8. THAT this Bid is irrevocable and open to acceptance until the formal Contract is executed by the Awarded Bidder for the said Work or Sixty (60) Working Days, and prices for as long as stated elsewhere in the document, whichever event first occurs and that the Owner may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.
9. THAT if I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Sixty (60) Working Days, whichever event first occurs, the amount of the Bid deposit accompanying this Bid shall be forfeited to the Owner.
10. THAT the Awarding of the Contract by the Owner is based on this submission, which shall be an acceptance of this Bid.
11. THAT if the Bid is accepted, I/WE agree to furnish all documentation, security and certifications as required by the Contract document and to execute the agreement in triplicate within Seven (7) Working Days after notification of Award. If I/WE fail to do so, the Owner may retain the money deposited by us, to the use of the Owner and to accept the next lowest or any Bid or to advertise for new Bids, or to carry out completion of the Works in any other way they deem best and I/WE also agree to pay to the Owner the difference between this Bid and any greater sum which the Owner may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement for new Bids, and shall indemnify and save harmless the Owner and their officers from all



PW-RFQ-005-2016

loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part.


- 12. THAT I/WE agree to save the Owner, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee.
- 13. THAT I/WE propose to engage the sub-contractors and obtain materials and equipment from the Bidders and manufacturers listed in the schedules on the following pages headed "Schedule of Sub-contractors" and "Schedule of Bidders and Manufacturers" (unless all sub-contractors, Bidders and manufacturers are legibly and properly named, the Bid may be declared informal).
- 14. I/WE agree to adhere to all Occupational Health and Safety standards and requirements as set out within the Occupational Health and Safety and the Safety Standards Sections of the Bid document.
- 15. I/WE acknowledge that we shall perform all Work in accordance with the Occupational Health and Safety Act and all its associated regulations. We have a written Occupational Health and Safety policy which is reviewed, maintained and implemented in accordance with the Occupational Health and Safety Act and all its associated regulations.

16. THE TOTAL BID PRICE (EXCLUDING APPLICABLE TAXES):

Sixty Eight thousand five hundred \_\_\_\_\_  
\_\_\_\_\_\*\* DOLLARS (\$ 68,500.00 )  
 in lawful money of Canada.

17. The Bidder hereby accepts and agrees that the Addendum/Addenda referred to in these bid documents form part and parcel of the said contract. All Addendum/Addenda should be issued to the Contractor before twenty-four (24) hours of Closing Time. It is the responsibility of the Contractor to have received all Addendum/Addenda that have been issued by the Owner or Owner's Representative. Please check with the owner via e-mail [mlafreniere@temiskamingshore.ca](mailto:mlafreniere@temiskamingshore.ca) prior to submitting your bid submission for the number of addendum's released

The undersigned affirms that he/she is duly authorized to execute this Bid.

BIDDER'S SIGNATURE AND SEAL:  D. DERRO  
 (I have authority to bind the company)

POSITION: GENERAL MANAGER

WITNESS: Jamie A. FRANCESCO  
 (If not under seal)

POSITION: Territory Manager

(If Corporate Seal is not available, documentation should be witnessed)

DATED AT THE Sudbury, Ontario  
(City/Town)

THIS 22 DAY OF March 2016



PW-RFQ-005-2016

**Items and Unit Prices**

The Bid amount shall include all costs incurred, excluding HST.

SCHEDULE OF ITEMS AND PRICES

ITEM	Description	Unit Price	Total
1	Monthly rental fee for Tandem Drive Motor Grader	6850. <sup>00</sup> x 5 <sup>MTH</sup>	34250. <sup>00</sup>
2	Monthly rental fee for 6 Wheel Drive Motor Grader	6850. <sup>00</sup> x 5 <sup>MTH</sup>	34250. <sup>00</sup>
Sub-Total:			68500. <sup>00</sup>
HST:			8905. <sup>00</sup>
Total Quotation Price:			77405. <sup>00</sup>

**Note:** owner reserves the right, at its sole discretion to accept or refuse any of the above unit pricing without affecting other unit prices.

PRICE BREAKDOWN

\$5930.<sup>00</sup>/MTH PER UNIT

\$ 2300.<sup>00</sup> each way (FLOAT CHARGE) per unit.



PW-RFQ-005-2016

**City of Temiskaming Shores**  
**PW-RFQ-005-2016**  
Supply & Delivery of Rental Motor Graders

**Non Collusion Affidavit**

I/ We NORTRAX CANADA INC. 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

 DEAN DERKO

Company Name

NORTRAX CANADA INC.

Title

GENERAL MANAGER

This is page 1 of 2 to be submitted





PW-RFQ-005-2016

**City of Temiskaming Shores  
PW-RFQ-005-2016  
Supply & Delivery of Rental Motor Graders**

**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 SUNDARY, ONTARIO this 22 day of MARCH, 2016.

FIRM NAME: NORBAX CANADA INC

BIDDER'S AUTHORIZED OFFICIAL: DEAN DERRO

TITLE: GENERAL MANAGER

SIGNATURE: 

This is page 2 of 2 to be submitted

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

RENEWAL

DATE (MM/DD/YY)  
10/23/15

**PRODUCER**

WILLIS CANADA  
145 KING STREET WEST, SUITE 1200  
TORONTO, ONT.  
M5H 1J8 CANADA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY A AIG INSURANCE COMPANY OF CANADA

**INSURED**

NORTRAX CANADA INC.  
1655 BRITANNIA ROAD EAST  
MISSISSAUGA, ON  
L4W 1S5

COMPANY B

COMPANY C

COMPANY D

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	RMGL9895574 - TENANT'S LEGAL LIABILITY \$2,000,000 USD	11/01/15	11/01/16	GENERAL AGGREGATE \$ 4,000,000 USD
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 2,000,000 USD
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 2,000,000 USD
	<input checked="" type="checkbox"/> COMP/OP AGG \$2,000,000 USD				FIRE DAMAGE (Any one fire) \$
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILE USD \$2,000,000	MED EXP (Any one person) \$				
A	<b>AUTOMOBILE LIABILITY</b>	RMBA 1245025 - OPCF #21B - BLANKET FLEET COVERAGE - ONTARIO LICENSED AUTOS - SEF #21B - BLANKET BASIS FLEET - ASEF #5 - PERMISSION TO RENT OR LEASE	11/01/15	11/01/16	COMBINED SINGLE LIMIT \$ 2,000,000 USD
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ INCLUDED
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ INCLUDED
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$ INCLUDED
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
<input checked="" type="checkbox"/> ALL AUTOS OWNED AND/OR					
<input checked="" type="checkbox"/> LEASED TO THE NAMED INSURED					
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				OTHE-ER
	<input type="checkbox"/> INCL				EL EACH ACCIDENT \$
	<input type="checkbox"/> EXCL				EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**EVIDENCE OF INSURANCE**

**CERTIFICATE HOLDER**

TO WHOM IT MAY CONCERN

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2016-050**  
**Being a by-law to authorize the Sale of Land to Jude**  
**Heon being various lots on Plan M-105 N.B.**

**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** By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land;

**And whereas** Council considered Memo No. 005-2015-CGP at the April 5, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with Jude Heon for municipal real property for consideration at the April 5, 2016 Regular Council meeting;

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

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between Jude Heon as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell land legally described as: Lots 138, 139, 150, 1551, 162, 163 and 175 on Plan M-105 N.B. being Parcel 7719 SST and Lot 174 on Plan M-105 N.B. being Parcel 613 NND, Temiskaming Shores, District of Timiskaming to Jude Heon in the amount of \$8,000 plus H.S.T. and other such considerations outlined in the said agreement;
4. That Council affirms the City Manager's authorization to execute the Agreement of Purchase and Sale annexed hereto as Schedule "A" to this by-law and that the Mayor and Clerk be hereby authorized and directed to execute any and all other documentation necessary to complete the sale of land transaction.

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

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of April, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

# Agreement of Purchase and Sale

## Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 22<sup>nd</sup> 23<sup>rd</sup> day of March 2016

**BUYER,** Jude Heon (Full legal names of all Buyers), agrees to purchase from

**SELLER,** The Corporation of The City of Temiskaming Shores (Full legal names of all Sellers), the following

**REAL PROPERTY:**

Address No Municipal Address, Temiskaming Shores, Ontario P0J 1K0

fronting on the \_\_\_\_\_ side of \_\_\_\_\_

in the \_\_\_\_\_

and having a frontage of \_\_\_\_\_ more or less by a depth of \_\_\_\_\_ more or less

and legally described as PCL 613 SEC NND; LT 174 PL M105NB BUCKE and PCL 7719 SEC SST; LT 138-139; 150-151; 162-163; 175 PL M105NB BUCKE,; Municipality of Temiskaming Shores, District of Temiskaming (the "property")  
(Legal description of land including easements not described elsewhere)

**PURCHASE PRICE:** Dollars (CDN\$) 8,000.00  
Eight thousand dollars Dollars

**DEPOSIT:** Buyer submits Herewith (Herewith/Upon Acceptance/as otherwise described in this Agreement)  
Eight hundred dollars Dollars (CDN\$) 800.00


by negotiable cheque payable to The Corporation of The City of Temiskaming Shores "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

**Buyer agrees to pay the balance as more particularly set out in Schedule A attached.**

**SCHEDULE(S) A** \_\_\_\_\_ **attached hereto form(s) part of this Agreement.**

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer until 4:00 ~~xxx~~ p.m. on the 7th day of April 2016, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 6th day of May 2016. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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**3. NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: .....  
 (For delivery of Documents to Seller)

FAX No.: .....  
 (For delivery of Documents to Buyer)

Email Address: .....  
 (For delivery of Documents to Seller)

Email Address: .....  
 (For delivery of Documents to Buyer)

**NOIT APPLICABLE**

**4. CHATELS INCLUDED:**.....  
 .....  
 .....  
 .....  
 .....

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

**NOT APPLICABLE**

**5. FIXTURES EXCLUDED:**.....  
 .....  
 .....  
 .....  
 .....

**6. RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

**NOT APPLICABLE**

.....  
 .....  
 .....

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

**7. HST:** If the sale of the Property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be **in addition to** ..... the Purchase Price. If the sale of the Property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the Property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.  
 (included in/in addition to)

**INITIALS OF BUYER(S):** 

**INITIALS OF SELLER(S):** 

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 29th day of April, 2016, (Requisition Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding

work orders or deficiency notices affecting the Property, and that its present use (vacant residential) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the Property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the Property.**

~~14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.~~

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.
- ~~**23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.~~
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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**28. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

.....  
 (Witness) *[Signature]*

.....  
 (Buyer) *[Signature]*

(Seal) DATE **2016-03-17** *22*

.....  
 (Witness)

.....  
 (Buyer)

(Seal) DATE .....

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

.....  
 (Witness)

.....  
 (Seller)

(Seal) DATE **2016-04-07**

.....  
 (Witness)

.....  
 (Seller)

(Seal) DATE .....

**SPOUSAL CONSENT:** The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

.....  
 (Witness)

.....  
 (Spouse)

(Seal) DATE .....

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at **4:00** ~~xxx~~ p.m. this **7th** day of **April**, 20**16**

.....  
 (Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)	
Listing Brokerage .....	Tel.No. (.....)
..... (Salesperson / Broker Name)	
Co-op/Buyer Brokerage .....	Tel.No. (.....)
..... (Salesperson / Broker Name)	

**ACKNOWLEDGEMENT**

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... DATE .....

..... DATE .....

..... DATE .....

..... DATE .....

Address for Service .....

Address for Service **Box 671 Haileybury, ON P0J 1K0**

..... Tel.No. (.....)

..... Tel.No. (.....)

Seller's Lawyer **Theodore R. Byck**

Buyer's Lawyer **Theodore R. Byck**

Address **488 Ferguson Ave. PO Box 490 , Temiskaming Shores, ON**

Address **488 Ferguson Ave., P.O. Box 490, Haileybury, ON P0J 1K0**

Email .....

Email .....

(.....) **1 705 672 3338 Ext. 2** (.....) **1 705 672 2451**

(.....) **705-672-3338** (.....) **705-672-2451**

Tel.No.

FAX No.

Tel.No.

FAX No.

FOR OFFICE USE ONLY	COMMISSION TRUST AGREEMENT
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:	
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.	
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.	Acknowledged by:
.....	.....
(Authorized to bind the Listing Brokerage)	(Authorized to bind the Co-operating Brokerage)

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This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

<b>BUYER,</b>	Jude Heon	, and
---------------	-----------	-------

<b>SELLER,</b>	The Corporation of The City of Temiskaming Shores
----------------	---

for the purchase and sale of	No Municipal Address, Temiskaming Shores, Ontario P0J 1K0
------------------------------	---

	dated the	24 <sup>th</sup> 22 <sup>nd</sup>	day of	March	,	2016
--	-----------	-----------------------------------	--------	-------	---	------

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account.

This Offer is conditional upon the Buyer paying all of the City's expenses including the advertising fee of \$100.00 plus HST; the City's legal fees and expenses; the Buyer agreeing to the registration of a deeming by-law to join the subject property with the Buyer's existing property at the Buyer's expense and the Buyer paying the costs of changing the name of the registered owner from the Corporation of the Town of Haileybury to The Corporation of the City of Temiskaming Shores, also at the Buyer's expense; and the payment to the Seller of a non-refundable application fee of \$282,50 including HST ( the receipt of which is hereby acknowledged by the Seller).

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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

### **By-law No. 2016-051**

**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 – 703 Seton Street – Roll Nos. 54-18-030-007-054.00, 54-18-030-007-050.00, 54-18-030-007-047.00**

**Whereas** Section 50(4) of the Planning Act, R.S.O. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control; and

**Whereas** the property owner has requested that the following properties be merged on title:

1. 703 Seton Street, Parcels 22083 SST and 25309 SST, Plan M-105 N.B., Lots 186, 187, 198, 199, 210, and 211;
2. Plan M-105 N.B., Lot 174, Parcel 613 NND;
3. Plan M-105N.B., Lots 138, 139, 150, 151, 162, 163, and 175, Parcel 7719 SST.

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

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
  - a) 703 Seton Street, Parcels 22083 SST and 25039 SST, Plan M-105 N.B., Lots 186, 187, 198, 199, 210, and 211;
  - b) Plan M-105 N.B., Lot 174, Parcel 613 NND;
  - c) Plan M-105 N.B., Lots 138, 139, 150, 151, 162, 163, and 175, Parcel 7719 SST.
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.

5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.
6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.
7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of April, 2016.

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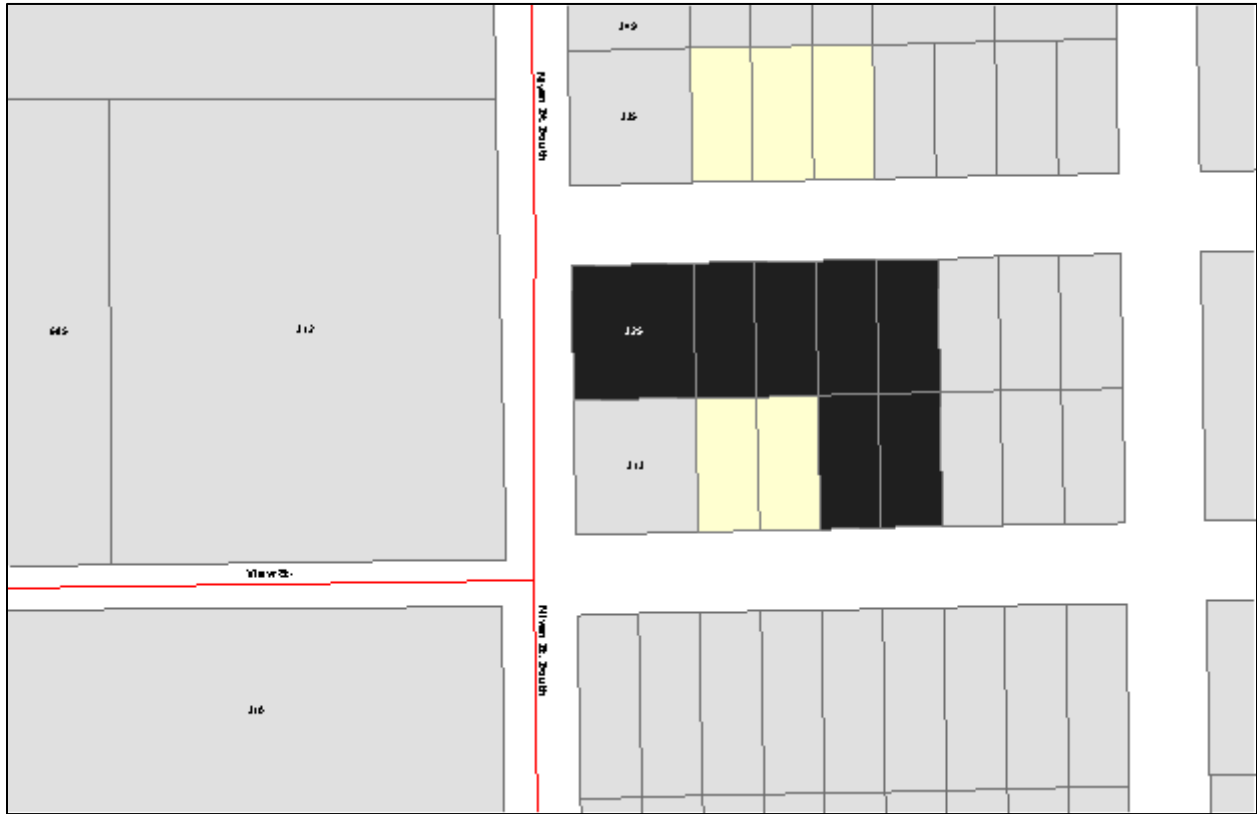
Mayor – Carman Kidd

---

Clerk – David B. Treen

Schedule "A"

City of Temiskaming Shores



325 Niven Street South

2415577 Ontario Limited

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

**By-law No. 2016-052**

**Being a by-law to authorize the Sale of Land to 1470739  
Ontario Ltd being Part 4 on Plan 54R-2876, 3.5 Acres on  
Barr Drive**

**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** By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land;

**And whereas** Council considered Administrative Report No. CGP-009-2016 at the April 5, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with 1470739 Ontario Ltd. (Hearn Construction) for municipal real property for consideration at the April 5, 2016 Regular Council meeting;

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

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between 1470739 Ontario Ltd. (Hearn Construction Ltd.) as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell land legally described as: Part of the South ½ of Lot 7, Concession 1, Dymond Twp. more particularly Part 4 on Plan 54R-2876, Temiskaming Shores, District of Timiskaming to 1470739 Ontario Ltd. in the amount of \$70,000 plus applicable taxes and other such considerations outlined in the said agreement;
4. That Council affirms the City Manager's authorization to execute the Agreement of Purchase and Sale annexed hereto as Schedule "A" to this by-law and that the

Mayor and Clerk be hereby authorized and directed to execute any and all other documentation necessary to complete the sale of land transaction.

5. That Council authorizes the entering into an Agreement for Property Development for the subject lands by 1470739 Ontario Ltd. (Hearn Construction Ltd.), in the form annexed hereto as Schedule "B" and forming part of this by-law
6. 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 5<sup>th</sup> day of April, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

## **Schedule "A" Offer to Purchase**

**1470739 Ontario Ltd.,**  
(as "Purchaser"), having inspected the property, hereby agree to and with

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES,**  
(as "Vendor") to purchase the property being:

3.5 Acres on Barr Drive  
PT S 1/2 LT 7 CON 1 DYMOND PT 4 PLAN 54-R 2876;  
TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

(herein called the "Real Property") at the price of \$70,000 payable 5% to the Vendor as a deposit to be held in trust pending completion or other termination of this Agreement and to be credited on account of the purchase price on closing and agree to pay the balance of the purchase price by certified cheque, subject to adjustments, on the closing date hereinafter set forth.

This offer to Purchase shall be conditional upon the Purchaser entering into an agreement with the Vendor on or before closing substantially in the form attached hereto as Schedule "A" failing which this Offer to Purchaser shall be null and void and the deposit returned to the Purchaser without any reduction or interest. Only the Vendor may waive this condition at its option.

### **Release of Information**

**Vendor authorizes the release of any information relating to the Real Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the Real Property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990. C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. 56.**

### **Deficiency Notices and Work Orders**

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an



abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

### **Adoption of LSUC – OBA Document Registration Agreement**

Provided the solicitors for each of the Vendor and the Purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for electronic registration.

### **Acceptance**

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 30<sup>th</sup> day after the date of signing the offer**, after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest or deduction.

### **Title**

Title to the Real Property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the Real Property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

### **Requisitions**

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the Real Property, that its present use may be lawfully continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Real Property.

### **Surveys and Documents**

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

### **Closing**

***This Agreement shall be completed on or before April 30, 2016 on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.***

### **Inspection of Property**

The Purchaser acknowledges having inspected the Real Property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the Real Property immediately prior to the date for completion.

### **Adjustments**

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case no adjustment for insurance premiums.

### **Costs**

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense of the Vendor in a form acceptable to the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

### **Planning Act Compliance**

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Vendor agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended.

### **Spousal Consent**

The Vendor represents and warrants that no consent to this transaction is required pursuant to s.21(1) of the *Family Law Act*, R.S.O. 1990, C.F. 3 unless the Vendor's spouse has executed this agreement to consent thereto, and that the Transfer/Deed shall contain a statement by the Vendor as required by section 21(3) of the *Family Law Act*, R.S.O. 1990, C.F. 13 or the spouse of the Vendor shall execute the Transfer/Deed to consent thereto.

### **Residency of Vendor**

Vendor further agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

### **Facsimile**

Either party may execute this document by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.

### **Counterpart**

This agreement may but need not be executed in counterpart.

### **Time of Essence**

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

### **G.S.T./H.S.T.**

This transaction is subject to Goods and Services Tax (G.S.T.) pursuant to the *Excise Tax Act* (Canada) as amended (the "Act") and/or Harmonized Sales Tax (H.S.T.) pursuant to the Act and the *Ontario Tax Plan for More Jobs and Growth Act, 2009, S.O. 2009, C.34*, and such G.S.T./H.S.T. is in addition to and not included in the purchase price.

The Purchaser is registered under the Act and shall provide the Vendor and his solicitor with proof of his G.S.T./H.S.T. registration and an indemnity in a form reasonably satisfactory to the Vendor and its solicitor.

### **Representations and Warranties**

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

### **Tender**

**Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.**

### **Costs of Registration**

The Purchaser is required to pay the costs of registration and taxes for both parties documents.

### **Gender**

This Offer and the resulting Agreement to be read with all changes of gender or number required by the context.

**Remainder of this page left blank intentionally**

**Signed, Sealed and Delivered** this 5<sup>th</sup>, day of April, 2016.

in the presence of:

Purchaser: **1470739 Ontario Ltd.**

Per: \_\_\_\_\_  
Tony Hearn, President

Per: \_\_\_\_\_  
, Secretary

Purchaser's Address:  
1470739 Ontario Ltd.  
P.O. Box 1624  
New Liskeard, Ontario  
P0J 1P0  
Attn.: Tony Hearn  
Phone: 705-647-8191  
Fax: 705-647-8199

We have authority to bind the Corporation.

The Vendor hereby accepts the above offer.

Dated at the City of Temiskaming Shores this 5<sup>th</sup> day of April, 2016.

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

\_\_\_\_\_  
Mayor - Carman Kidd

\_\_\_\_\_  
Clerk - David B. Treen

We have authority to bind the Corporation.

Vendor's Address:  
City of Temiskaming Shores  
P.O. Box 2050 / 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0  
Attn.: David B. Treen, Clerk  
Phone: 705-672-3363  
Fax: 705-672-3200

Purchaser's Solicitor:

**KEMP PIRIE**  
P.O. Box 1540  
22 Armstrong Street  
New Liskeard, ON P0J 1P0  
Attn: George W. Kemp

Phone Number: (705) 647-7353  
Fax Number: (705) 647-6473

Vendor's Solicitor:

**KEMP PIRIE**  
P.O. Box 1540  
22 Armstrong Street  
New Liskeard, ON P0J 1P0  
Attn: George W. Kemp

Phone Number: (705) 647-7353  
Fax Number: (705) 647-6473

## Schedule B Property Development

This agreement made this 5<sup>th</sup>, day of April, 2016

Between:

**The Corporation of the City of Temiskaming Shores**  
Hereinafter called the "City" of the First Part,

And:

**1470739 Ontario Ltd.**  
Hereinafter called the "Purchaser" of the Second Part

The City agrees to transfer to the Purchaser

**Part of S ½ of Lot 7, Con 1 Dymond Twp. being Part 4 on Plan 54R-2876;** Temiskaming Shores, District of Timiskaming, 3.5 Acres on Barr Drive (hereinafter called the "**Lands**") subject to the terms and conditions of this Agreement.

In consideration of the transfer of the Lands to the Purchaser, the Purchaser agrees as follows:

1. To develop the Lands and to construct thereon a building with a minimum value of \$100,000.00 (*per lot purchased*) upon completion and that such development and construction shall be at least ninety percent completed within 3 years of the date the Purchaser becomes the owner of the Lands. In the event of any disagreement or dispute as to whether the development and construction has a minimum value of \$100,000.00 (*per lot purchased*) upon completion, or whether such development and construction shall be at least ninety percent (90%) completed, the disagreement or dispute shall be determined by the City's engineers, EXP Services Inc., whose determination shall be final and binding upon the parties hereto.
2. The development, construction and use of the Lands shall comply with all applicable municipal zoning and building by-laws and other relevant by-laws, all requirements of the Temiskaming Health Unit, the Ministry of the Environment and all statutes, regulations and requirements of the Province of Ontario, the Dominion of Canada and any governmental bodies or agencies having jurisdiction. Prior to requesting any building permit, the Purchaser shall have entered into a Site Plan agreement with the City to be registered on title to the Lands at the Purchaser's expense dealing with matters subject to site plan control in accordance with the provisions of Section 41 of the Planning Act of Ontario.
3. The Purchaser shall not commence any building or other construction without the City first issuing a building permit. The City shall be entitled to refuse to issue a building permit only if the plans accompanying the application for the building

permit reveal that the minimum value of the building may be less than \$100,000.00 (*per lot purchased*), and or any breach of or non-compliance with City's zoning or building by-laws or any statute or regulation or ruling of any government or governmental body or agency.

4. Any or the following shall constitute a default under this Agreement:
  - a) the failure of the Purchaser to perform or observe any of the covenants or agreements contained herein within the time or times prescribed in this Agreement.
  - b) the bankruptcy of the Purchaser.
  - c) If any default shall occur, the City shall have the right, at its option, at the time of such default or at any time thereafter when such default shall continue, to give the Purchaser notice that on a date specified in such notice, which date shall not be less than twenty-one (21) days after the giving of such notice, the Purchaser, its successors and assigns is required to re-transfer the Lands to the City for the original purchase price paid by the Purchaser to the City as evidenced by the transfer of the Lands registered on title at the Land Registry Office in Haileybury, Ontario.
  - d) In the event of default by the Purchaser under this Agreement, all legal costs and other expenses incurred by the City in connection with the re-transfer of the Lands to the City shall be the responsibility of the Purchaser. Those costs and expenses incurred in the case of a re-transfer may be deducted by the City from any amount to be paid by it to the Purchaser on such re-transfer.
5. The Purchaser consents to the registration of the Agreement on title to the Lands by the City at the Purchaser's expense by way of Notice.
6. The City agrees to postpone this Agreement to a first mortgage secured against the Lands where such mortgage is arranged for the purpose of financing the construction of the building or structures and the amount of such mortgage does not exceed the value of the buildings disclosed in the application for the building permit.
7. Any notice to be given to either party shall be sufficiently made if personally delivered or mailed by prepaid registered addressed as follows:

To the City at:

**City of Temiskaming Shores**  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario P0J 1K0  
Attn: David B. Treen, Clerk

To the Purchaser at:

**1470739 Ontario Ltd.**  
P.O. Box 1624  
New Liskeard, Ontario  
P0J 1P0  
Attn.: Tony Hearn

In witness whereof the parties have set their hands and seals the day and year first above written.

Signed and Sealed in )  
the presence of )

**1470739 Ontario Ltd.**

Seal )  
(if applicable) )

\_\_\_\_\_  
President – Tony Hearn

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



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

**By-law No. 2016-040**

**Being a by-law for the Adoption of a Volunteer Recruitment  
and Retention Program for the Temiskaming Shores Fire  
Department**

**Whereas** Section 2 (1) of the Fire Protection and Prevention Act, 1997 states that every municipality shall establish a program in the municipality which must include public education with respect to fire safety and provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances;

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

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

**And whereas** under Section 10 (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. PPP-001-2016 at the March 15, 2016 Regular Council meeting and repealed Resolution No. 2008-055 authorizing a Volunteer Firefighter Hiring and Promotional Policy as well as directed staff to prepare the necessary By-law for a Volunteer Recruitment and Retention Program for consideration of 1<sup>st</sup> and 2<sup>nd</sup> reading at the March 15, 2016 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 for the City of Temiskaming Shores adopts a Volunteer Recruitment and Retention Program for the Temiskaming Shores Fire Department identified as Schedule "A", hereto attached 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.

**Read a first and second time** this 15<sup>th</sup> day of March, 2016.

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Mayor – Carman Kidd

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Clerk – David B. Treen

**Read a third time and finally passed** this 5<sup>th</sup> day of April, 2016.

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Mayor – Carman Kidd

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Clerk – David B. Treen



# **VOLUNTEER RECRUITMENT & RETENTION PROGRAM**



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*Message from Timothy H. Uttley  
Fire Chief, City of Temiskaming Shores*

*Without a strong and vibrant volunteer fire service, the City of Temiskaming Shores would not be able to receive the customary level of fire protection services expected from their fire department.*

*It is therefore vital that the Temiskaming Shores Fire Department be able to recruit and retain volunteers so that we can continue to protect our residents effectively from fire and other related hazards. Without a doubt, volunteers are one of the fire department's greatest asset. Time is also very valuable, unfortunately both have limits. There are so many demands on time within a volunteer setting that it is imperative we rethink how we manage maintaining a solid recruitment and retention program.*

*The program being presented to Council will outline alternative strategies that will change our recruitment and retention practices. It will provide opportunities for participation and development for our youth, and provide sound strategies and tools to help the fire department implement an effective volunteer and recruitment program. This program will also help fire department leaders communicate what is expected of the new recruit and what impact volunteering will have on families, friends and the business community.*

*To retain our volunteers that we have, we must give them encouragement, training, tools and recognition. In return, the fire department will have the services of men and women, who derive great satisfaction in protecting their community and who, with the experience they gain over the years, become an increasingly valuable resource.*

*Through the implementation of this Recruitment & Retention Program, we will help strengthen our fire department for the future.*

## **Forward**

This Recruitment & Retention Program has been developed to establish the qualifications and criteria for the recruitment, retention, and appointment of volunteers to the Temiskaming Shores Fire Department (TSFD).

It is also intended to act as a resource for those men and women who have indicated an interest in becoming a volunteer member of the Temiskaming Shores Fire Department. Membership however within our department requires a serious commitment. The information contained within this document has been developed to provide the information needed to help individuals make that decision.

This program contains information on the organization of the department, training, and participation requirements, and answers to typical questions about membership and will provide other important information.

## **Goals of the Department**

The goal of the fire department is to provide fire protection services through a range of programs designed to protect the lives and property of the inhabitants from the adverse effects of fires, sudden medical emergencies or exposure to dangerous conditions created by man or nature; first to the municipality; second to those municipalities requiring assistance through authorized emergency fire service plan and program (mutual aid) activities; and third, to those parties which are provided fire protection by the fire department via authorized agreement.

## **The Nature of our Business**

Firefighting is one of the most diverse and challenging professions known today. It is this diversity that inspires most men and women to enter the fire service, both as volunteers and career employees. Imagine having to train to prepare yourself to cope with situations that range from structure fires, hazardous material spills, sudden medical emergencies and motor vehicle accidents, and almost any imaginable emergency situation in between.

This diversity coupled with the fact that your skills may be needed at any time of day, seven days a week, in any kind of weather, and very often under potentially stressful and emotional circumstances makes our contribution to our profession very personally rewarding.

Two basic purposes of the public fire service are to first prevent fire or emergencies from occurring. This is done through public fire safety education, fire safety inspections and code enforcement programs. Secondly we are here to prepare ourselves to control fire or emergencies should prevention not prevail. This is done through education, training, pre-incident planning, more training, state of the art equipment and even more training.

This type of work or job is not for everyone. You need more than just a desire to help people. You also need courage, dedication, assertiveness, and a willingness to learn new skills and face new challenges. The Fire Department is not for the meek or timid or for those who lose control of their emotions during times of crisis. Our service is one which calls on its members to perform hot, sweaty, dirty, strenuous work, often in uncertain and hazardous environments.

The personal rewards and satisfaction received from being involved in the Fire Department are often beyond description. There is a sense of accomplishment after controlling a building fire, providing compassion for accident victims, and fulfillment in teaching fire safety.

The bottom line in our business is measured by the prevention and reduction of loss of life, pain and suffering, and property damage that we have in our service. We are here and prepared for one reason and that is to provide service to the residents of our community.

If you feel you have what it takes to meet the challenges of our business, we welcome you to apply to join us.

### **Purpose**

- To implement organized marketing and recruitment strategies;
- To outline the selection, hiring, training, and retention of volunteers for the fire department;
- To establish the qualifications and criteria for the recruitment and appointment of Junior and Auxiliary Firefighters for the Temiskaming Shores Fire Department;
- To establish the qualifications and criteria for the recruitment and appointment of Volunteer Firefighters for the Temiskaming Shores Fire Department;
- To establish the qualifications and criteria for the promotion and advancement of Volunteer Firefighters of the Temiskaming Shores Fire Department.

### **Recruitment – General**

1. When conducting our assessment for the recruiting of volunteers, it shall be the policy of the Temiskaming Shores Fire Department to look beyond the traditional "fire suppression" perspective. The following roles, while not limited as such, not only contribute to the fire department's broader mission through better administration and logistical support, they can also enhance our response capabilities and public education activities. By utilizing this approach it puts to use the rich resources that are available in the City of Temiskaming Shores:
  - Firefighting and Rescue
  - Public Education, Teaching and Training
  - Public and Media Relations
  - Photography, Graphic Arts and Publishing
  - Emergency Vehicle Drivers and Operators
  - Radio and Telephone Communications and Dispatch
  - On Scene Rehabilitation and Support to Responders
  - Fundraising and Events Coordination
2. In order to be clear regarding roles, skills and knowledge that we may be recruiting for, we shall develop a position description for each position we may be recruiting for.

3. The final approval of the appointment of all Volunteer Firefighters and Auxiliary Firefighters being considered for appointment shall be the responsibility of Municipal Council upon recommendation of the Fire Chief for the City of Temiskaming Shores. The final approval for the appointment of all Junior Firefighters being considered for the Junior Firefighter Program shall be the responsibility of the Fire Chief for the City of Temiskaming Shores.
4. The Fire Department's Establishing and Regulating By-law establishes the minimum and maximum number of Volunteer Firefighters for each District Station for the purpose of ensuring adequate fireground staffing. For the purpose of this recruitment and retention program, volunteers for the Junior Firefighter Program and the Auxiliary Firefighter Program shall be excluded from these numbers as they do not contribute to ensuring adequate fire ground staffing requirements.
5. The recruitment for all volunteer positions, including Volunteer Firefighters, shall be conducted under the direction of the Fire Chief for the City of Temiskaming Shores.
6. An annual volunteer recruitment drive may be conducted in July of each year in order to establish a number of interested individuals to draw from. All applications received shall be acknowledge by correspondence from the Fire Chief for the City of Temiskaming Shores as to the status of the application.
7. The Fire Chief for the City of Temiskaming Shores may place advertisements for the recruitment of all volunteers in local newspapers, radio, on the City's Website, and social media.
8. If any member of the department has contact with someone interested in becoming a Volunteer member of the fire department, they may provide the person with an application form and have them forward his or her application to the Fire Chief of the City of Temiskaming Shores.
9. The Municipality relies on the accuracy of information contained in the volunteer application, as well as the accuracy of the other data presented throughout the interview and appointment process. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the Municipality's exclusion of the individual from further consideration for appointment as a Volunteer Firefighter, Junior or Auxiliary Firefighter, or if the person has not been hired, or terminated from employment.
10. Volunteer applications must be completed using forms provided by the Fire Department and submitted to the Fire Chief of the City of Temiskaming Shores. Information provided in an application for employment is subject to the confidentiality requirements under the Municipal Freedom of Information and Protection to Privacy Act. All applications received shall be acknowledged by the Fire Chief of the City of Temiskaming Shores.

### **Recruitment – Junior Firefighter Program / Guidelines**

The Temiskaming Shores Fire Department wishes to establish a Junior Firefighter Program. The program is being established as a training program for young men and women aged 15 – 17, interested in serving their community and preparing themselves to become active Volunteer Firefighters upon reaching the age of 18. At age 18, the Junior Firefighter is eligible to apply to join the Auxiliary Firefighter Program, or as an active Volunteer Firefighter. The Junior Firefighter Program shall allow up to nine (9) Junior Members to be on the department.

As a Junior Firefighter, members do not respond to any actual emergencies but may serve in a



supportive role for Volunteer Firefighters after emergency calls at the fire station and as a supplement to a formal training program. The Temiskaming Shores Fire Department Training Officer shall be the primary contact for the Junior Firefighter, and shall serve as the Junior Firefighter training officer.

### Eligibility

1. Any resident of the City of Temiskaming Shores, or non-resident as otherwise recommended by the Fire Chief, between the ages of 15 – 17, may make application for membership to the Temiskaming Shores Fire Department as a Junior Firefighter.
2. The applicant must be in good academic standing with his/her school at the time of application and during the period of membership as a Junior Firefighter. A minimum of 2.0 ("C") average grades must be maintained.
3. The applicant must complete a Junior Firefighter application in its entirety, including the Agreement, Waiver and Release form that must be signed by a parent or legal guardian.

### General Rules

1. The general standard of conduct is to act in the manner of a professional. Junior Firefighters represent the TSFD, and are expected to be courteous and respectful to fellow firefighters and emergency service personal and all citizens served. The TSFD will not tolerate vulgar, offensive, discriminatory or threatening language or gestures at any time. Junior Firefighters may not wear any article of clothing that, in the opinion of the Fire Chief, would be offensive to the public served. Violations will result in disciplinary action, and may include suspension.
2. The TSFD maintains a "Zero Tolerance" policy with respect to drug and alcohol use and violation of public laws. Any possession or use of alcohol or illegal drugs, or being under the influence of alcohol or illegal drugs at any time while involved in TSFD activities, on TSFD property or in apparatus will result in immediate and permanent suspension from the TSFD Junior Firefighter Program.
3. Junior Firefighters may not use or display emergency identification on their personal vehicle (e.g., green lights and fire department plates). Junior Firefighters may not wear clothing identifying them as a TSFD firefighter, except assigned protective gear, uniforms or logo shirts/hats worn for official purposes only or as approved by the Fire Chief. Junior Firefighters will not be issued identification cards or badges.
4. Junior Firefighters may not enter a TSFD fire station unless a senior member of the department is present, and then only for official business (training drill, department meeting or work detail). Junior Firefighters will not be given building keys or door lock combinations. Junior Firefighters may not bring friends into a fire station or permit them to be aboard fire apparatus.
5. Junior Firefighters must leave the station no more than 30 minutes following completion of the training session, department meeting or work detail.
6. Junior Firefighters are not permitted to attend TSFD activities, training sessions, meetings, or work details no later than 10:00 PM unless specifically authorized by the Fire Chief and the parents or guardian of the Junior Firefighter.
7. Junior Firefighters may not borrow TSFD equipment for personal use.
8. Junior Firefighters may not operate TSFD vehicles.

9. Power tools, hydraulic and pressurized air operated equipment, and cutting devices such as chain saws/roof saws, air bags and Hurst Tools are to be operated only under the direct supervision of a trained fire officer. Power tool use is for training purposes only. All required protective gear must be worn by the Junior Firefighter when operating any power tool, hydraulic or pressurized air operated equipment, or cutting devices.
10. Junior Firefighters may climb TSFD ground ladders for training purposes only. Any ladder use must be under the direct supervision of a TSFD fire officer or his/her designee. A ladder belt or safety harness and Protective gear must be worn at all times.
11. Junior Firefighters are not to participate in any TSFD activity during school hours. Junior Firefighters are not to leave school, or a school sponsored activity, for any TSFD activity. Junior Firefighters will not be assigned pagers or radios.
12. Junior Firefighters must attend a minimum of 30% of training drills or meetings conducted each year. Junior Firefighters do not respond to emergency calls.
13. Junior Firefighters attending high school may collect the 40 volunteer hours that they need to graduate high school through the Junior Firefighter Program.
14. Junior Firefighters are responsible for the care of any TSFD gear issued to them.
15. Junior Firefighters may not fill SCBA air bottles, and are to remain clear of the filling area when air bottles are being filled.
16. Junior Firefighters must report any injury to a TSFD fire officer or safety officer.
17. No Junior Firefighter may accept monetary payment or gifts for services rendered as a firefighter. Any citizen offering payment of any kind should be advised that payment for firefighting services is not expected. Those individuals seeking to make a contribution should be advised to contact the Fire Chief of the department to make a voluntary contribution to TSFD.

### **Recruitment – Auxiliary Firefighter Program / Guidelines**

In addition to the Junior Firefighter Program, the Temiskaming Shores Fire Department wishes to establish an Auxiliary Firefighter Program. The program is being established as an opportunity for men and women aged 18 years of age and older, who may be, or are planning on attending post-secondary school, and interested in serving their community and preparing themselves to become active Volunteer Firefighters. This program is also designed to provide men and women who may also wish to become Auxiliary Firefighters to serve in other tasks that are not considered life-threatening, or men and women who do not plan to become a full member Volunteer Firefighter. The program allows for up to six (6) Auxiliary members to be on the department.

Auxiliary members may train with Volunteer Firefighters and after completing the required recruit training and when approved by the Fire Chief, may be allowed to attend emergency calls when requested to do so and assist in tasks that are considered non-life threatening and provide support to Volunteer Firefighters.

The Temiskaming Shores Fire Department Training Officer shall be the primary contact for the Auxiliary Firefighter, and shall serve as the Auxiliary Firefighters training officer.

### Eligibility

1. Any resident of the City of Temiskaming Shores, or non-resident as otherwise recommended by the Fire Chief, 18 years of age or older, may make application for membership to the Temiskaming Shores Fire Department as an Auxiliary Firefighter.
2. The applicant must complete an Auxiliary Firefighter application, and meet the following minimum requirements:
  - a. Have and maintain a Valid Driver's License for those Auxiliary members who may be required to operate fire department apparatus as approved by the Fire Chief or his or her designate.
  - b. Provide a satisfactory driver's abstract when requested.
  - c. Must have a complete physical examination and return the Medical Examination Form (provided by the department) complete with the signature of the Medical Examiner indicating the candidate is physically capable of performing the duties as outlined on the medical form.
  - d. As the work of an Auxiliary Firefighter will routinely bring them into contact with children or vulnerable adults, all candidates must provide a Vulnerable Persons Police Clearance Certificate which satisfies the department, and
  - e. Have a minimum of grade 12 education, have an equivalency, be attending school to obtain grade 12, or as may be recommended by the Fire Chief.
  - f. Must pass any such tests (aptitude or agility) as may be required by the Fire Chief.
  - g. Be legally entitled to work in Canada.

### General Rules

1. The general standard of conduct is to act in the manner of a professional. Auxiliary Firefighters represent the TSFD, and are expected to be courteous and respectful to fellow firefighters and emergency service personal and all citizens served. The TSFD will not tolerate vulgar, offensive, discriminatory or threatening language or gestures at any time. Auxiliary Firefighters may not wear any article of clothing that, in the opinion of the Fire Chief, would be offensive to the public served. Violations will result in disciplinary action, and may include suspension or dismissal as outlined in the Establishing and Regulating By-law.
2. The TSFD maintains a "Zero Tolerance" policy with respect to drug and alcohol use and violation of public laws. Any possession or use of alcohol or illegal drugs, or being under the influence of alcohol or illegal drugs at any time while involved in TSFD activities, on TSFD property or in an apparatus will result in immediate and permanent suspension from the TSFD Auxiliary Firefighter Program as outlined in the Establishing and Regulating By-law.
3. Auxiliary Firefighters may not use or display emergency identification on their personal vehicle (e.g., green lights and fire department plates) unless otherwise authorized by the Fire Chief.
4. Auxiliary Firefighters may wear clothing identifying them as a TSFD Auxiliary Firefighter, and assigned protective gear, uniforms or logo shirts/hats worn for official purposes only or as approved by the Fire Chief. Auxiliary Firefighters will not be issued identification cards.
5. Power tools, hydraulic and pressurized air operated equipment, and cutting devices such as

chain saws/roof saws, air bags and Hurst Tools are to be operated only under the direct supervision of a trained fire officer. Power tool use is for training purposes only. All required protective gear must be worn by the Auxiliary Firefighter when operating any power tool, hydraulic or pressurized air operated equipment, or cutting devices.

6. Auxiliary Firefighters must attend a minimum of 30% of training drills or meetings conducted each year. Auxiliary Firefighters may respond to emergency calls at the request of the Fire Chief or his/her designate, but do not carry pagers unless otherwise authorized by the Fire Chief.
7. Auxiliary Firefighters are responsible for the care of any TSFD gear issued to them.
8. Auxiliary Firefighters must report any injury to a TSFD fire officer or safety officer.
9. No Auxiliary Firefighter may accept monetary payment or gifts for services rendered as a firefighter. Any citizen offering payment of any kind should be advised that payment for firefighting services is not expected. Those individuals seeking to make a contribution should be advised to contact the Fire Chief of the department to make a voluntary contribution to TSFD.

## **Recruitment – Volunteer Firefighters**

### Eligibility

1. Any resident of the City of Temiskaming Shores, or non-resident as otherwise recommended by the Fire Chief, 18 years of age or older, may make application for membership to the Temiskaming Shores Fire Department as a Volunteer Firefighter.
2. For the purposes of ensuring adequate fireground staffing, twenty (20) shall be used as a guideline for the minimum number of volunteer firefighters per District Station. In no case shall the number of volunteer firefighters per District Station exceed twenty-five (25). These numbers exclude positions that do not contribute to ensuring adequate staffing for fire ground operations as established by the City of Temiskaming Shores (Junior Firefighters and Auxiliary Firefighters).
3. Have a minimum of grade 12 education or an equivalency, or as may be recommended by the Fire Chief.
4. All applicants must complete a Volunteer Firefighter application as provided by the fire department, and submit it to the Fire Chief of the department.
5. In addition to any requirements outlined in Schedule "A" to By-Law No.2008-030, as amended, Establishing and Regulating By-Law, the following will outline the criteria for eligibility to be considered for appointment as a Volunteer Firefighter:
  - a. Must have a complete physical examination and return the Medical Examination form complete with the signature of the Medical Examiner indicating the candidate is physically capable of performing firefighting duties.
  - b. As the work of a Volunteer Firefighter routinely will bring them into contact with children or vulnerable adults, all Volunteer Firefighter candidates must provide a Vulnerable Persons Police Clearance Certificate which satisfies the department, and
  - c. Must provide a satisfactory driver's abstract indicating his or her driving record is satisfactory

- for the operation of emergency vehicles. A satisfactory driver's abstract should not have more than 4 demerit points. Have no more than 2 convictions for the same offence. Have no criminal code convictions, and have no non-medical or administrative license suspensions in the preceding three years.
- d. Be legally entitled to work in Canada.
  - e. Must have a willingness to acquire a Class DZ Driver's License within six (6) months of completing the probationary period.
  - f. It is incumbent upon all members to ensure they hold a current Ontario Driver's License. A photocopy of each member's license shall be retained in each member's personnel file. The Fire Chief for the City of Temiskaming Shores may request a driver's abstract for any, or all, members at random.
  - g. Must be willing to work in adverse conditions.
  - h. Must be willing to be on call twenty-four (24) hours a day.
  - i. Must be able to work well with others within a paramilitary (Incident Management System) work environment.
  - j. Must participate in the department's training program.
  - k. Must pass any such tests (aptitude or agility) as may be required by the Fire Chief.
  - l. Must annually attend fifty percent (50%) of emergency calls and seventy percent (70%) of scheduled training unless otherwise approved by the District Fire Chief and/or Training Officer as outlined in the department's training program.
  - m. All members shall conduct themselves in a manner, which will not bring discredit to the good reputation of the Temiskaming Shores Fire Department and its members.
  - n. Any costs associated with section a, c, d, and e, the Municipality will reimburse the successful candidate for the costs incurred.

### General Rules

1. The general standard of conduct is to act in the manner of a professional. Volunteer Firefighters represent the TSFD, and are expected to be courteous and respectful to fellow firefighters and emergency service personal and all citizens served. The TSFD will not tolerate vulgar, offensive, discriminatory or threatening language or gestures at any time. Volunteer Firefighters may not wear any article of clothing that, in the opinion of a fire officer, would be offensive to the public served. Violations will result in disciplinary action, and may include suspension or dismissal as outlined in the Establishing and Regulating By-law.
2. The TSFD maintains a "Zero Tolerance" policy with respect to drug and alcohol use and violation of public laws. Any possession or use of alcohol or illegal drugs, or being under the influence of alcohol or illegal drugs at any time while involved in any approved TSFD activities, on TSFD property or in apparatus will result in immediate and permanent suspension from the TSFD as outlined in the Establishing and Regulating By-law.
3. All members shall conduct themselves in a manner, which will not bring discredit to the good

reputation of the Temiskaming Shores Fire Department and its members.

4. Volunteer Firefighters will be issued identification badges. Identification badges must be returned upon leaving the department unless otherwise authorized by the Fire Chief.
5. Volunteer Firefighters are responsible for the care of any TSFD gear issued to them.
6. Volunteer Firefighters must report any injury to a TSFD fire officer or safety officer.
7. No Volunteer Firefighter may accept monetary payment or gifts for services rendered as a firefighter. Any citizen offering payment of any kind should be advised that payment for firefighting services is not expected. Those individuals seeking to make a contribution should be advised to contact the Fire Chief of the department to make a voluntary contribution to TSFD.

### **Selection Process (Volunteer/Auxiliary Firefighters)**

1. The selection process shall consist of the following:
  - a. **Application Review.** When the department is seeking to fill a vacancy, an application review shall be conducted by the Fire Chief and the District Chiefs. The District Chief and or Station Officers may conduct an initial interview with a candidate. The District Chief shall then make a written recommendation to the Fire Chief for consideration of appointment of any potential candidate.
  - b. **Interview.** Final Interview for Volunteer positions or Volunteer Firefighter(s) shall be conducted by the Fire Chief who may seek assistance from the City Manager, Director of Corporate Services, District Fire Chief, Deputy District Fire Chief, or Officers as may be appropriate to ensure a fair evaluation of all candidates.
  - c. **Recommendation.** After the final interview, the Fire Chief may submit a recommendation to Council for consideration of appointment of the candidate.
2. Medical exam reports, Vulnerable Persons Police Clearance checks, and Driver's Abstracts must be presented prior to the appointment of the position by Municipal Council, unless otherwise authorized by the Fire Chief.
3. The final approval of the appointment of a Volunteer/Volunteer Firefighter is the responsibility of Municipal Council upon recommendation of the Fire Chief for the City of Temiskaming Shores. The effective appointment date shall be the date of the passing of a resolution approving the appointment by Municipal Council.

### **Promotion and Advancement**

1. The following shall apply for all promotions within the department of all Volunteer positions including Company Officers (Captain), Deputy District Chiefs, District Chiefs.
2. The position shall be posted internally for fourteen (14) days at the respective station.
3. Applications must be completed using forms provided by the Municipality and submitted to the

Fire Chief for the City of Temiskaming Shores.

4. Candidates will be required to complete an Interview with the interview panel. The interview panel may consist of the following:
  - Fire Chief
  - District Fire Chief(s)
  - City Manager
  - Member(s) of Council
  - Director of Corporate Services
5. The final approval of the promotion of any fire department officers is the responsibility of Municipal Council upon recommendation of the Fire Chief for the City of Temiskaming Shores approving the appointment. The effective appointment date shall be the date of the passing of a resolution approving the appointment by Municipal Council.

### **Applications**

Applications will only be accepted at the Temiskaming Shores Fire Department Administration Office, or mailed to:

Temiskaming Shores Fire Department  
Attention Fire Chief  
P.O. Box 2050  
Haileybury, ON  
P0J 1K0

We want to acknowledge the effort every applicant puts into the pursuit of being a Volunteer Firefighter and the desire each possess to assist in the protection of our Community.

**Thank you for considering joining the Temiskaming Shores Fire Department!**

## **Honorarium and Coverages**

1. It is the practice of the City of Temiskaming Shores to provide an honorarium for Volunteer Firefighter activities. The determination of pay or honorarium varies from station to station and is based on a points system (so many points per call or event).
2. Although the points system is administered at the station level, the City is responsible to issue the honorarium and ensure required deductions are made. The City also issues all T4's as required. Honourariums are issued during every first pay period in June and again in December annually.
3. The City of Temiskaming Shores provides WSIB and/or liability coverages for all Volunteer Firefighters and Auxiliary Firefighters under existing policies. Note, WSIB coverages are provided only to those volunteers actively engaged or may be actively engaged in firefighting activities.
4. The City of Temiskaming Shores provides an annual Firefighter Appreciation and Awards Banquet for the Volunteer Firefighters. The purpose of this event is to recognize the achievements and milestones reached by Volunteer Firefighters. Recognition awards are presented to Firefighters for every five years of service, outstanding achievement awards, and in addition to any Federal or Provincial awards they may be eligible for.
5. All Volunteer Firefighters are provided with a full pool and fitness membership free of charge.
6. All personal protective equipment and required uniforms are supplied free of charge.
7. The City of Temiskaming Shores provides free of charge, all costs associated with Volunteer Firefighters to obtain DZ Licensing in order to operate fire department apparatus.
8. All Volunteer Firefighters are able to participate in the department's extensive training program, including 1st Aid, CPR, and AED training provided free of charge.
9. Volunteer Firefighters are provided opportunities to attend the Ontario Fire College and other enhanced training opportunities with the costs associated with these courses provided by the City of Temiskaming Shores.
10. All Volunteer Firefighters are provided significant opportunity for growth and advancement, and the opportunity to serve their community – free of charge.





**Reviewed and Supported by:**

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**Greg Miller**  
Training Officer

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**Steve Langford**  
District Chief – Station #1

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**Jamie Sheppard**  
District Chief – Station #2

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**Ian Mackey**  
District Chief – Station #3

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**Timothy H. Uttley**  
Fire Chief/CEMC



# Junior Firefighter Program Application

15 – 17 Years Of Age

**Personal Information** (Personal information is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56.)

Name \_\_\_\_\_  
Last First Initial

Phone Number \_\_\_\_\_ Birthdate \_\_\_\_\_

Address \_\_\_\_\_

School: \_\_\_\_\_ Grade: \_\_\_\_\_

Email Address \_\_\_\_\_

T-Shirt Size:       Youth S. 6/8       Youth M. 10/12       Youth L. 14/16  
                          Adult S.       Adult M.       Adult L.

Parent/Guardian Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Cell \_\_\_\_\_

Email Address \_\_\_\_\_

## Emergency Contacts

Name \_\_\_\_\_

Phone Number \_\_\_\_\_ Cell \_\_\_\_\_

Name \_\_\_\_\_

Phone Number \_\_\_\_\_ Cell \_\_\_\_\_

## Medical Information

Medical Conditions \_\_\_\_\_

Allergies \_\_\_\_\_

Do you take any medication? Yes  No



## Junior Firefighter Program Application

15 – 17 Years Of Age

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### Background Information (use another sheet of paper if more space needed)

Have you ever been arrested, ticketed, fined, etc? Yes  No

If Yes, Please list the date(s) and what the charge(s) were/was:

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### Additional Information (use another sheet of paper if more space needed)

What interests you the most about becoming involved with the TSFD?

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Please list other activities, that you are involved in (Sports, Volunteer Work, Church, etc.)

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## Junior Firefighter Program Application

15 – 17 Years Of Age

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### **AGREEMENT, WAIVER AND RELEASE FORM**

(Please Print and sign)

I \_\_\_\_\_, do hereby consent to allow my child \_\_\_\_\_ to participate in the Junior Firefighter Program with the Temiskaming Shores Fire Department. In consideration of the above described program, I, on behalf of my minor child, and myself hereby agree to release and hold the City of Temiskaming Shores, its officers, agents, employees and volunteers harmless from any and all liability for any injury or loss suffered by my minor child or myself, arising from or in any way connected to this program.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

### **PHOTO RELEASE FORM**

(Please Print and sign)

I \_\_\_\_\_, do hereby consent to permit the City of Temiskaming Shores, the Temiskaming Shores Fire Department to photograph me or my children participating in the Junior Firefighter Program for use in publicity or publications for the City of Temiskaming Shores, the Temiskaming Shores Fire Department and will not seek compensation for such.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date



## Junior Firefighter Program Application

15 – 17 Years Of Age

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### CONTRACT OF UNDERSTANDING

I and my son/daughter have read ALL of the Junior Firefighter Guidelines and understand the guidelines set up to outline the purpose of the Junior Firefighters. I and my son/daughter understand that Junior Firefighters serve as supporters of the TSFD and its Volunteer Firefighters to learn the basics of Firefighting and to prepare to become a full member Volunteer Firefighter. I and my son/daughter understand that Junior Firefighters are to follow all instructions from members of the TSFD and that the general standard of conduct is to act in the manner of a professional. I and my son/daughter understand that he/she is expected to be courteous and respectful of other members (Junior, Auxiliary and Volunteer Firefighter) and to all citizens as they are representing the Temiskaming Shores Fire Department. I and my son/daughter understand there is a "zero tolerance" policy regarding drug and alcohol use. I and my son/daughter understand that by signing this Contract of Understanding we are declaring that any violation of the guidelines is grounds for immediate dismissal.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

TSFD Use:

Fire Chief Approval \_\_\_\_\_ Date \_\_\_\_\_

APPENDIX "B"

- Auxiliary Firefighter
- Volunteer Firefighter



## Volunteer Application

**Please Print**

Personal Information Confidential when completed			
<b>Last Name</b>	<b>Given Name</b>	<b>Initial</b>	
<b>Address</b>			
<b>Telephone</b>	<b>Residence:</b>	<b>Cellular:</b>	<b>Work (optional):</b>
<b>Emergency Contact</b>		<b>Emergency Contact Telephone</b>	
<b>E-mail Address</b>			
Volunteer Eligibility Requirements			
<p>What hours would you be available? (check all that apply)</p> <p><input type="checkbox"/> Weekdays</p> <p><input type="checkbox"/> Weekends</p> <p><input type="checkbox"/> Weeknights</p> <p><input type="checkbox"/> Other (please explain)</p> <p>_____</p> <p>_____</p> <p>Would your employer allow you to leave work for emergency calls?</p> <p style="text-align: center;"><input type="checkbox"/> Yes   <input type="checkbox"/> No</p>	<p>Are you legally eligible to work in Canada?</p> <p style="text-align: center;"><input type="checkbox"/> Yes   <input type="checkbox"/> No</p>	<p>Do you meet the City's Eligibility Requirements as stipulated under By-law No. 2008-030</p> <p><input type="checkbox"/> 18 years of age or older.</p> <p><input type="checkbox"/> Completed Grade 12 or equivalency</p> <p><input type="checkbox"/> Submit a Vulnerable Persons Police Clearance Form</p> <p><input type="checkbox"/> Submit a Medical Fitness Assessment Form</p> <p><input type="checkbox"/> Submit a MTO Driver's Abstract Form</p> <p><input type="checkbox"/> Resident City of Temiskaming Shores</p> <p><input type="checkbox"/> Agrees to abide by all departmental rules, policies, procedures and operational guidelines.</p>	
<p>Are you able to understand oral and written English?</p> <p style="text-align: center;"><input type="checkbox"/> Yes   <input type="checkbox"/> No</p>	<p>Are you able to understand oral and written French?</p> <p style="text-align: center;"><input type="checkbox"/> Yes   <input type="checkbox"/> No</p>	<p>Other Languages? Describe:</p>	
<p>Have you ever been convicted of a criminal offence for which you have not received a pardon?</p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No   If Yes Describe:</p>			

## Volunteer Firefighter Application Form

<b>Employment Experience</b>	
<p>Present Employer:</p> <p>Supervisor:</p> <p>Address:</p> <p>Telephone:</p> <p>May we contact this employer?</p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p>	<p>Position:</p> <p>How long have you been employed there?</p> <p>Duties:</p>
<p>Previous Employer:</p> <p>Supervisor:</p> <p>Address:</p> <p>Telephone:</p> <p>May we contact this employer?</p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p>	<p>Position:</p> <p>How long were you employed there?</p> <p>Duties:</p>
<b>Volunteer Experience</b>	
<p>Present Volunteer Organization:</p> <p>Contact Name:</p> <p>Address:</p> <p>Telephone:</p> <p>May we contact this organization?</p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p>	<p>Position:</p> <p>How long have you volunteered there?</p> <p>Duties:</p>
<p>Previous Volunteer Organization:</p> <p>Contact Name:</p> <p>Address:</p> <p>Telephone:</p> <p>May we contact this organization?</p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p>	<p>Position:</p> <p>How long did you volunteer there?</p> <p>Duties:</p>

## Volunteer Firefighter Application Form

### Related Skills or Experience

Previous firefighting or emergency response experience?

Yes    No   Please Describe:

Previous military or police experience?

Yes    No   Please Describe:

Other experiences that may apply to this position?

Yes    No   Please Describe:

### Other Licences and Certificates

CPR

Expiry Date:

First Aid

Expiry Date:

Defibrillation

Expiry Date:

Ontario Driver's Licence

Expiry Date:

Class:    A    D    Z    F    G    G2    G1

Description

Date

Description

Date

Description

Date

### Education Background

Elementary School Name:

Highest grade/level completed

Secondary School Name:

Highest grade/level completed

Post Secondary Education:

Major or Specialization:

Level or Degree Achieved

Resume and copies of all licences, diplomas or certificates attached.



Volunteer Firefighter Application Form

**Conditions of Acceptance:**

I affirm and certify that the information given on, or attached to; this application is true and correct. I understand that any falsification of statements, misrepresentation, deliberate omission or concealment of information may be considered just cause for immediate dismissal.

I authorize Temiskaming Shores Fire Department to contact my references or previous employers as indicated and to obtain and review my medical assessment.

\_\_\_\_\_  
**Signature of Applicant**

\_\_\_\_\_  
**Date**

*Personal information is collected under the authority of the Municipal Freedom of Information and Privacy Act and will be used for candidate selection purposes only. This application form complies with the Ontario Human Rights Code.*



**MEDICAL EXAM FORM**

**RE:**

**Dear Physician;**

Please complete the following questionnaire with regard to the applicant's ability to meet the physical, emotional and psychological demands of this position. For your reference, a brief role description of the position is as follows:

***VOLUNTEER FIREFIGHTER – ARDUOUS (MEDICAL EXAM REQUIRED)***

Duties involve field work requiring physical performance calling for above-average endurance and superior conditions. These duties may include an occasional demand for extraordinarily strenuous activities in emergencies under adverse environmental conditions and over extended periods of time. Requirements include running, walking, climbing, jumping, twisting, bending, and lifting more than 50 pounds; the pace of work typically is set by the emergency situation. Volunteer Firefighter is a physically demanding position.

**Applicant Information:**

Name: \_\_\_\_\_

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

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

**Physician Information:**

Name: \_\_\_\_\_  
(please print)

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

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

**Assessment:**

Please review the role description carefully.

1. Is the applicant medically fit to perform the duties described? Yes  No

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2. Is the applicant prescribed any medication that may affect his or her ability to perform the duties described? Yes  No

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3. Are there any other medical concerns that may impact on the individual's ability to perform the duties described? Yes  No

Comments: \_\_\_\_\_

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I, the undersigned, am a legally qualified medical practitioner, licensed to practice in the Province of Ontario. This report confirms my evaluation and medical opinion of the applicant.

---

Physician's Signature

---

Date



## Volunteer Service Agreement

The **Temiskaming Shores Fire Department** agrees to accept the volunteer service of \_\_\_\_\_ beginning on the date appointed by Council.

### Fire Department Commitments

We commit to providing the following in order for \_\_\_\_\_ to meet the responsibilities of his or her assigned role:

- Relevant and timely information pertaining to the operations and processes of the fire department.
- Education and training necessary for safe and effective performance.
- Equipment and resources necessary for safe and effective performance.
- Adequate supervision, feedback and guidance for safe and effective performance.
- Recognition and acknowledgement for his or her efforts and contribution.
- Information and support to assist the volunteer and his or her significant others to cope with the stressors inherent in the assigned role.

### Volunteer Commitments

I, \_\_\_\_\_ agree to serve as a volunteer with Temiskaming Shores Fire Department. I commit to:

- **Perform volunteer duties** to the best of my ability and be an active participant in fire department functions including emergency response, training, prevention activities, public education events, administrative tasks, hall and vehicle maintenance tasks as assigned.
- **Meet time and duty expectations** for emergency response, training, prevention activities, public education events, administrative tasks, hall and vehicle maintenance tasks as assigned. If unable to commit to these expectations, I will provide adequate notice so that alternate arrangements can be made.
- **Adhere** to fire department policies, procedures and operating guidelines.
- **Participate**, as requested, in Association activities such as social events and fundraising activities.
- **Act in a manner** that will promote the positive reputation of the fire department and maintain the trust of the public we service, including maintaining confidentiality and professionalism.

Agreed to on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Volunteer

\_\_\_\_\_  
Fire Chief



## Code of Ethics

1. The Fire Chief of the department is responsible to Council for the proper administration and operation of the department, for the discipline of its members and in doing so may make such general orders and departmental policies and procedures as may be necessary for the care and protection of the department and generally for the efficient operation of the department, provided such general orders and rules do not conflict with the provisions of any by-laws of the City of Temiskaming Shores.
2. Every member will comply with all general orders, policies, operational guidelines and department rules and regulations.
3. Every member shall distinctly understand that they are entirely under the direction of the officer in charge or senior officer of the department while on duty at emergencies, in the station, at training, on parade or while acting as a member of the department in any manner, and that all orders given by an officer must be immediately acted on and implicitly obeyed under the penalty of suspension.
4. All members are required to notify the Fire Chief or his or her designate within 48 hours of any change to their address or telephone number.
5. Every member will respond at once when summoned to an emergency by travelling directly to the fire station or scene as directed and placing him / her self under the command of the officer or senior officer in charge.
6. Every Firefighter that is involved in suppression activities, will be capable of donning, wearing and operating a Self Contained Breathing Apparatus (SCBA). As such, the requirements of CSA Z94.4 current edition will be the benchmark. Every suppression member will refrain from having beards, goatees, heavy sideburns and untrimmed hair that interferes with the proper and safe wearing of the SCBA.
7. Every member who commits his / her self to an emergency is expected to perform all duties as required as their assigned role in the department in order to handle the various situations as presented.
8. No member will leave his / her duty without the permission of the officer in charge while at the emergency scene or at training.
9. All members shall assist in returning all apparatus and equipment to a state of readiness after emergencies, training sessions or when otherwise requested.
10. NO MEMBER:
  - While in uniform shall enter any premises where alcoholic beverages are sold or consumed except in the performance of fire department duties as assigned;
  - Shall be partially dressed in a fire department uniform, while representing the department.

## APPENDIX "E"

- Shall consume alcoholic beverages or drugs while on duty that will impair his / her ability to perform the duties required of them.
  - Shall respond to an emergency, training session, assigned duty or any other department function or activity when his / her ability is impaired by any intoxicating beverages, drugs nor shall they be permitted to remain on duty if found to be impaired.
11. Every member is required to maintain the following attendance requirements to remain as a member of the department.
    - Regular scheduled training sessions 70%
    - Emergency responses 50%
  12. Every member required to attend regular training and who is absent from six consecutive training sessions shall be deemed to be "Absent Without Leave", unless previously authorized by the Fire Chief or his or her designate. Prior to returning to active duty, the member shall meet with the Fire Chief to offer an explanation as to their absence prior to the member being allowed to return to active duty.
  13. Every member shall understand that items of issue: helmet, bunker gear, boots, pager, charger, ID card, badge, keys, uniform pieces, training manuals, text books, manuals etc. are the exclusive property of the Temiskaming Shores Fire Department and shall be returned as directed by the Fire Chief.
  14. Every member shall be responsible for the proper care and control of equipment or items issued to him / her. Firefighters shall immediately report the loss or damage of any equipment to their immediate station officer.
  15. Every member who has been assigned a pager shall carry their pager with them at all times while in the municipality and be ready for active duty. They shall ensure that it is properly charged and functioning.
  16. Every member is prohibited from borrowing, lending or removing any fire department equipment without the expressed permission of the Fire Chief or his or her designate.
  17. Every member shall conduct him / her self in a manner which is in keeping with the good reputation, order and discipline of the department. No member while on duty or representing the department shall use profane, immoral, indecent language, gestures or actions or be guilty of conduct, which may be prejudicial to the good reputation, order and discipline of the department.
  18. Any member charged with unseemly conduct to a fellow Firefighter or conduct otherwise unbecoming of a Firefighter, may if an investigation of the charges be substantiated, be dismissed.
  19. Any member, who alleges unfair treatment or harassment, will follow the existing harassment policy of the City of Temiskaming Shores.
  20. Any member who is unable to perform the duties expected of him / her as outlined in the approved job description due to illness, injury, work, educational involvement or personal situations, must notify the Fire Chief as soon as practical in writing and provide details and / or documentation as requested. The Fire Chief for substantiated reasons may grant a leave of absence in accordance with the appropriate policy.

APPENDIX "E"

21. No member shall supply information relative to the department or operations thereof unless authorized by the Fire Chief to any person and shall refer all requests for information to the Fire Chief.
  
22. Every member who is injured or involved in an accident while reporting to, or on duty, will immediately report the injury to their immediate supervisor or station officer.
  
23. Every member shall obey all rules and regulations of the Highway Traffic Act while on duty and while responding to emergencies.
  
24. All members will be thoroughly familiar with the geographical area served by his / her station including the conditions of the routes of travel and the locations of suitable seasonal water supplies.
  
25. No member shall solicit the influence or support of anyone to secure a transfer, promotion or other advantage.
  
26. Every member who finds valuables at an emergency scene will notify the Incident Commander who will secure the valuables and take the appropriate action with the proper authorities.

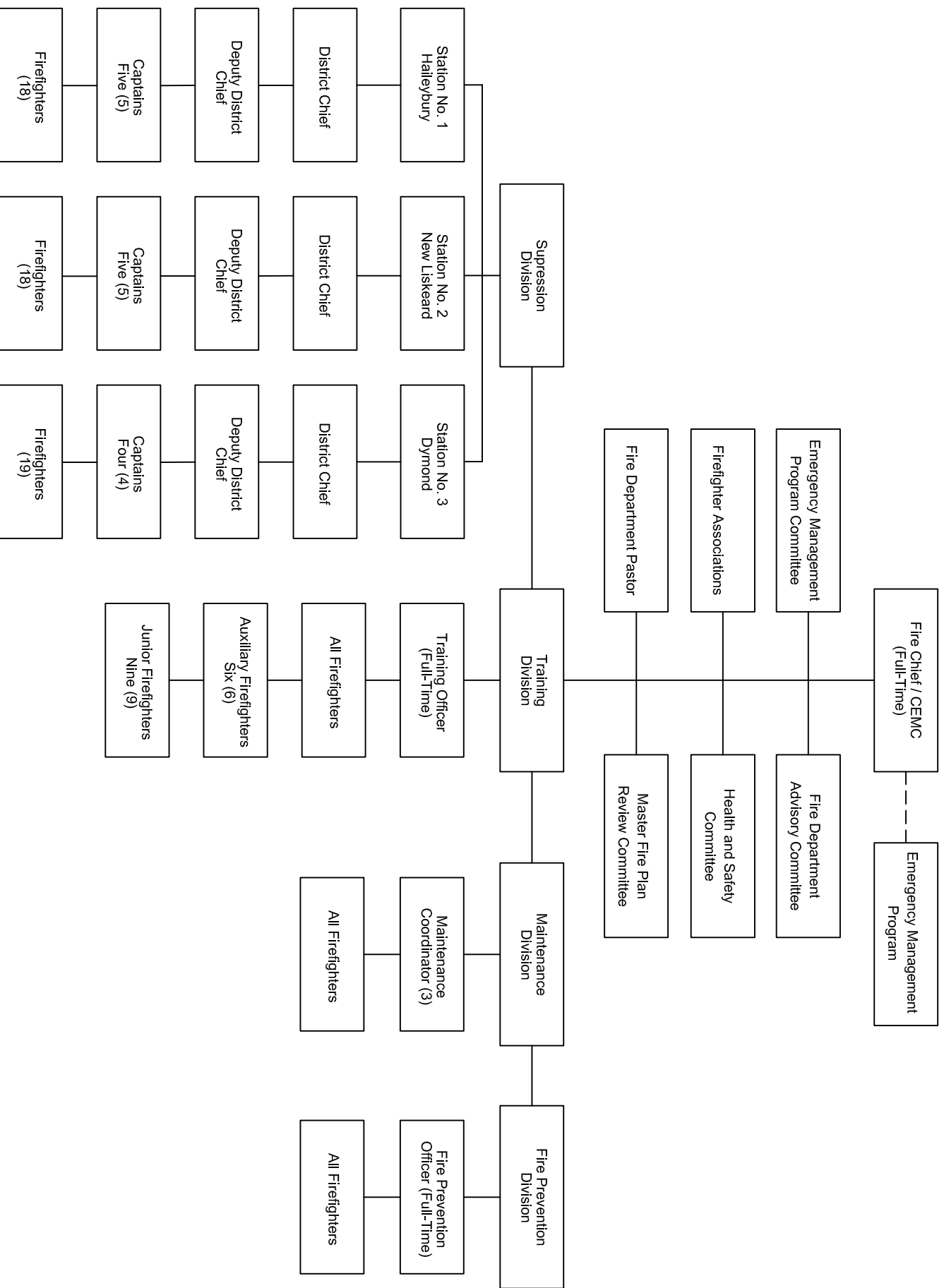
I have read and understand Policy #, Rules and Regulations and further understand that non-compliance with any one or more of the rules and regulations may be cause for disciplinary action up to and including a recommendation for dismissal from the department. I further understand that it is my responsibility to review the Temiskaming Shores Fire Department's Operational Policies and Guidelines as printed and posted from time to time in the fire stations.

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Firefighter's Signature

\_\_\_\_\_  
Date

# Temiskaming Shores Fire Department Organizational Chart





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

**By-law No. 2016-053**

**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 March 24, 2016 and its Regular  
meeting held on April 5, 2016**

**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 **March 24, 2015** and its Regular meeting held on **April 5, 2016** 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 5<sup>th</sup> day of April, 2016.

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Mayor – Carman Kidd

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Clerk – David B. Treen