



THE CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA

AGENDA

March 23, 2023 at 2:00 p.m.

1. Call to Order and Moment of Silence
Let us take a moment of silent reflection to contemplate in our own way the responsibility we have to collectively use our skills and experience to ensure the mutual long-term benefit of our Municipality and those we represent.
2. Traditional Land Acknowledgement
As we gather this morning (afternoon), I would like to acknowledge on behalf of Council and our community that we are meeting on the traditional territory of the Algonquin People. We would like to thank the Algonquin people and express our respect and support for their rich history, and we are extremely grateful for their many and continued displays of friendship. We also thank all the generations of people who have taken care of this land for thousands of years."
3. Roll Call
4. Recital of the Municipal Mission and Vision Statements
5. Disclosure of Pecuniary Interest & General Nature Thereof
6. Deputations/Presentations
7. Adoption of Minutes of previous meeting
 - Council Minutes
 - i. February 23, 2023
 - Recreation Advisory Committee Minutes
 - i. February 7, 2023
 - Library Board Minutes
 - i. December 6, 2022
 - ii. January 27, 2023
 - iii. February 10, 2023
8. Petitions and Correspondence
Information Only – (Please advise if you feel any item warrants further consideration)
 - i. Niagara Region – Declaration of Emergency for Homelessness, Mental Health and Opioid Addiction
 - ii. Town of Grimsby – Barriers for Women in Politics
 - iii. Town of Cobourg – Homelessness and Unsheltered Persons
 - iv. Town of Plympton-Wyoming – School Board Elections
 - v. Township of Ashfield, Colborne, Wawanosh – Future Accuracy of the Permanent Register of Electors
 - vi. Township of Moonbeam – English Public School Boards Association
 - vii. Town of Grimsby – Changes to Municipal Heritage Register
 - viii. County of Huron – Review of the Cannabis Act

- ix. County of Renfrew – Notice of Public Meeting Regarding Official Plan Amendment
 - x. Ministry of Natural Resources and Forestry – 2023-2024 Work Schedule for Ottawa Valley Forest
 - xi. Municipality of North Perth – School Bus Stop Arm Cameras
 - xii. Ministry of Transportation – Update on Council Requests for Consideration
 - xiii. Municipality of Trent Lakes – Oath of Office
 - xiv. Ernie Villeneuve – Letter to Council Regarding Campgrounds
9. Council Reports –
- i. Report 23/03/16/901 – Mayor’s Report
10. Staff Reports –
11. Financial Reports –
- i. Report 23/03/16/1101 – 2023 Budget Report
12. Unfinished Business –
- i. Report 23/03/16/1201 – Rogers Communications Tower
13. Addendum (New Business)
- i. Report 23/03/16/1301 – Winter Maintenance and Grading Contract Tenders
 - ii. Report 23/03/16/1302 – County of Renfrew Planning Services
 - iii. Report 23/03/16/1303 – Review of Provision of Recycling Bins at Local Businesses
 - iv. Report 23/03/16/1304 – Inclusive Community Grants Program
14. Notice of Motion - none
15. Policy/By-Law Review – none
16. By-Laws – none
17. Closed Session - none
18. Questions and Answers
19. Confirmation of Proceedings By-law
20. Adjournment

Note* Alternate formats and communication supports are available on request.

HCM Mission: At your service; working effectively to bring together people, partnerships and potential for a strong, connected community.

HCM Vision: Providing a healthy, connected, and sustainable community teeming with possibilities for our citizens now and into the future.

Personal information on this form is collected in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* and becomes part of the public record. Questions with respect to the collection and use of this information should be directed to the Clerk’s Office at 613-586-2526 or crystal@headclaramaria.ca



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14. Notice of Motion - none
15. Policy/By-Law Review – none
16. By-Laws – none
17. Closed Session - none
18. Questions and Answers
19. Confirmation of Proceedings By-law
20. Adjournment

Note* Alternate formats and communication supports are available on request.

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THE CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA

Minutes of February 23, 2023

Minutes of a regular meeting of Council held on February 23, 2023 at 2:00 p.m.

1. **CALL TO ORDER & MOMENT OF SILENT REFLECTION** – Let us take a moment of silent reflection to contemplate in our own way the responsibility we have to collectively use our skills and experience to ensure the mutual long-term benefit of our Municipality and those we represent.
2. **TRADITIONAL LAND ACKNOWLEDGEMENT**
As we gather this afternoon, I would like to acknowledge on behalf of Council and our community that we are meeting on the traditional territory of the Algonquin People. We would like to thank the Algonquin people and express our respect and support for their rich history, and we are extremely grateful for their many and continued displays of friendship. We also thank all the generations of people who have taken care of this land for thousands of years.
3. **ROLL CALL** – The following persons were present: Mayor Debbi Grills, Councillors: Chris Dowser, Fran Kelly-Chamberlain, Karen LeClerc and Rachel Richer
Staff: Crystal Fischer, Municipal Administrator
Absent/Regrets: None
Guests: Two members of the public

Resolution No.: 23/02/23/1001
Moved by Councillor Dowser and Seconded by Councillor Kelly-Chamberlain
BE IT RESOLVED THAT Council does hereby amend the agenda to add 17 iv. to discuss solicitor client information.

Carried Unanimously
4. **RECITAL OF THE MUNICIPAL MISSION AND VISION STATEMENTS** – Councillor Dowser
HCM Mission: At your service; working effectively to bring together people, partnerships and potential for a strong, connected community.
HCM Vision: Providing a healthy, connected and sustainable community teeming with possibilities for our citizens now and into the future.
5. **DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF** – none
6. **DEPUTATIONS/PRESENTATIONS** –
 - i. Mitchell Johnson and Erin Sinclair, Cogeco Connexion – Network Expansion in Head, Clara and Maria
See page six for notes.
7. **ADOPTION OF MINUTES OF PREVIOUS MEETINGS (INCLUDING COMMITTEES)**
Resolution No.: 23/02/23/001
Moved by Councillor Kelly-Chamberlain and Seconded by Councillor LeClerc
BE IT RESOLVED THAT the minutes of January 19th, 2023 be accepted as presented.

Carried Unanimously

8. CORRESPONDENCE & PETITIONS

Petitions - none

Correspondence

- i. Ministry of Agriculture, Food and Rural Affairs – RED Program
- ii. Lanark Highlands – Resolution – Violence Against Women
Action: Clerk to send letter of support.
- iii. Treasury Board Secretariat – Supporting First Nations Flood During Wildfire Season
- iv. City of Brantford – VIA Rail Cancellations
- v. City of Hamilton – Impacts of Bill 23, More Homes Built Faster Act, 2022
- vi. County of Huron – Call to Action: Review of the Cannabis Act
- vii. City of Thunder Bay – Gender Affirming Healthcare Act
- viii. City of Kitchener – Ontario's Big Mayors Bill 23
- ix. Town of Halton Hills – Repeal Bill 23 The Build More Homes Faster Act
Action: Clerk to send letter of support.
- x. Hayston Lam, EMO – 2022 Emergency Management Compliance

Late Correspondence –

- i. Local Immigration Partnership of Lanark and Renfrew Counties – Culture Connect

9. MAYOR'S REPORT

- i. Report 23/02/23/901 –Mayor's Report

10. STAFF REPORT

- i. Report 23/02/23/1001 – Treasurer's Statement of Council Expenses

Resolution No.: 23/02/23/002

Moved by Councillor Kelly-Chamberlain and Seconded by Councillor Dowser

WHEREAS under the Municipal Act, 2001, the Treasurer of each municipality shall in each year provide to the Council of the municipality, an itemized statement of remuneration and expenses paid in the previous year to each member of Council in respect of his or her services as a member of the council;

BE IT RESOLVED THAT the Statement of Expenses for Council for the year 2022 totaling \$32,636.62 be accepted as presented.

Carried Unanimously

- ii. Report 23/02/23/1002 – Clerk's Report – for information only.

Action: Councillor Kelly-Chamberlain will request brochures for the library.

Action: Clerk to send reminder notice to community contact email and mail boards regarding MPAC representatives scheduled to be in municipal office on March 8th.

11. FINANCIAL REPORTS

- i. Report 23/02/23/1001 – 2023 Preliminary Budget

Resolution No.: 23/02/23/003

Moved by Councillor Dowser and Seconded by Councillor Kelly-Chamberlain

WHEREAS Council has received Report #23/02/23/1101 concerning the 2023 municipal operating budget;
THEREFORE BE IT RESOLVED THAT By-Law 2023-04 being a by-law to adopt the 2023 municipal operating budget be read a first, second and third time passed this 23rd day of February 2023.

Deferred

Additional considerations for 2023 Budget include:
\$10,000 for gravel resurfacing;
\$3000 for Canada Day;
Replacement of dishwasher;
Beautification of exterior of building;
Community Pantry and Garden;
Improving/ replacing advertisement boards; and
Emergency management communications.

12. UNFINISHED BUSINESS –

i. Report 23/02/23/1201 – Procedure By-Law
Resolution No.: 23/02/23/004

Moved by Councillor Dowser and Seconded by Councillor Richer

WHEREAS Council received Report 23/01/19/1302 and 23/02/23/1201 regarding the Procedure By-law and have had an opportunity to ask clarifying questions and make recommendations of updates to the by-law (correction Section 4.5);

THEREFORE BE IT RESOLVED that By-law 2023-02 being a by-law to establish rules governing the proceedings of Council, the calling of meetings and the conduct of members, staff and the public be read a first, second and third time passed this 23rd day of February, 2023.

Carried Unanimously

ii. Report 23/02/23/1202 – Strategic Plan
Resolution No.: 23/02/23/005

Moved by Councillor Richer and Seconded by Councillor Dowser

BE IT RESOLVED THAT Council of the United Townships of Head, Clara and Maria does hereby direct staff to distribute the approved survey online through Survey Monkey and via hard copy at the municipal office;

AND FURTHER directs staff to schedule a public meeting for Strategic Planning on Saturday June 17th, 2023 at 1:00 p.m.

Action: Clerk to release the survey the second week of May.

Action: Clerk to include space for name on the survey and add disclaimer that that submissions must be respectful to be considered.

Carried Unanimously

13. NEW BUSINESS – none

14. NOTICE OF MOTION - none

15. POLICY/BY-LAW REVIEW - none

16. BY-LAWS – none

17. CLOSED SESSION

Resolution No.: 23/02/23/006

Moved by Councillor Dowser Seconded by Councillor Kelly-Chamberlain

WHEREAS the Municipal Act, 2001 allows for closed meetings under Section 239 (2);
THEREFORE BE IT RESOLVED THAT this meeting go into an in camera session at 3:45 p.m. to discuss personal information about identifiable individuals, labour relations or employee negotiations and to review minutes of a previously closed meeting.

Carried Unanimously

Resolution No.: 23/02/23/007

Moved by Councillor LeClerc and Seconded by Councillor Richer

WHEREAS Council went into closed session under to discuss personal information about identifiable individuals, labour relations or employee negotiations and to review minutes of a previously closed meeting;

THEREFORE BE IT RESOLVED THAT this meeting come out of closed session at 4:55 p.m. and the public portion of the meeting continue.

Carried Unanimously

Resolution No.: 23/02/23/008

Moved by Councillor Dowser and Seconded by Councillor Richer

WHEREAS Council went into closed session under Section 239 of the Municipal Act to review closed minutes of a previous meeting;

THEREFORE BE IT RESOLVED THAT Council of the United Townships of Head, Clara and Maria does hereby approve the closed meeting minutes of January 19, 2023.

Carried Unanimously

Resolution No.: 23/02/23/009

Moved by Councillor Dowser and Seconded by Councillor LeClerc

WHEREAS Council went into closed session under Section 239(2)(d) of the Municipal Act to review the 2023 Staff Salary Grid;

THEREFORE BE IT RESOLVED THAT Council of the United Townships of Head, Clara and Maria does hereby approve the 2023 Staff Salary Grid with the respective placements as presented;

AND FURTHER THAT a merit increase be awarded to one staff as directed.

Carried Unanimously

Resolution No.: 23/02/23/010

Moved by Councillor Dowser and Seconded by Councillor LeClerc

WHEREAS Council went into closed session under Section 239(2)(b)(d) of the Municipal Act to discuss succession planning, job description updates and advertising for a new Waste Disposal Attendant/ Public Works Labourer position;

THEREFORE BE IT RESOLVED THAT Council of the United Townships of Head, Clara and Maria does hereby approve the updated Job Description to be advertised immediately.

Carried Unanimously

18. QUESTIONS AND ANSWERS –

Mayor Grills- has invitation to round table discussion about our local municipal issues. Inflation, access to childcare, extrication, lack of internet services.

Councillor Dowser – Could Council have a public meeting with the County of Renfrew to go through planning process, specifically for commercial and residential development?

Council will be going through the process of a zoning by-law update and will have multiple open houses and information sessions with the County of Renfrew Planning Department.

Policy Review – would like to start reviewing any non-updated policies again.

Councillor Kelly-Chamberlain – Library Board is having computer issues and would like to see if the IT person used for the municipality could look at the library computer. The municipality does not currently have an IT person.

19. CONFIRMATION OF PROCEEDINGS

Resolution No.: 23/02/23/011

Moved by Councillor LeClerc and Seconded by Councillor Dowser

BE IT RESOLVED THAT By-law 2022-05 being a by-law to confirm proceedings of the meeting of Council of Thursday, February 23, 2023 be read a first time short and passed.

Carried Unanimously

20. ADJOURNMENT

Resolution No.: 23/02/23/012

Moved by Councillor Richer and Seconded by Councillor Dowser

BE IT RESOLVED THAT this meeting adjourn at 5:29 p.m. to meet again on Thursday, March 16, 2023 at 2:00 p.m.

Carried Unanimously

MAYOR

CLERK

Deputation to Council

- i. Mitchell Johnson and Erin Sinclair, Cogeco Connexion – Network Expansion in Head, Clara and Maria

Mitchell Johnson- Manager, Network Strategy

Role is to coordinate with government programs to get subsidy for broad band expansion for rural communities.

Erin Sinclair- Manager, Marketing

Role is to work on deploying network, marketing and sales strategies.

In 2019, Cogeco invested one billion dollars to improve services across Ontario and Quebec; largest initiative in Cogeco history. Cogeco currently has approximately 50 projects ongoing in network upgrades and expansions across Ontario. About 40,000 premises will be added or see upgraded services, delivering download speeds of up to 1 Gbps.

Cogeco does not have an established network in Head, Clara and Maria with services currently ending in Deep River. Current services in Deep River are a one way system which includes only TV service; no internet or home phone. Deep River will be upgraded with fibre, which will then be brought into Head, Clara and Maria, up to Deux Rivieres.

Head, Clara and Maria will be able to receive similar internet services to that of larger cities. Cogeco expects to expand services to 200 premises in Head, Clara and Maria.

Cogeco was a successful proponent for one of the Renfrew lots in the AHSIP reverse auction from Infrastructure Ontario. The AHSIP program has an overall target completion date of December 31, 2025, which is the end date to have everyone online and serviceable.

Services will include internet, TV cable service and home phone services.

Cogeco's preferred method of building fibre networks is by plowing which includes plowing of a one meter deep trench along the road way, with cable is deployed right behind it. Reburying the conduit is completed immediately after it is installed. It is the most successful in rural areas where premises are widespread and is the fastest and most economical deployment method. When burying cable, Cogeco wishes to be allowed to build as close to road shoulder as possible to reduce difficulties working along ditches.

Plowing is not always viable due to rock density and greater density of homes. In that case, Cogeco intends to use existing aerial infrastructure as much as possible to reduce the requirement of directional drilling. Aerial construction is cost-effective in areas where pole conditions are suitable for additional infrastructure.

If poles are not suitable to support additional infrastructure and plowing is not a suitable method, Cogeco can do directional drilling/ boring. It is the least cost effective and slowest deployment method.

Cogeco signed AHSIP agreement November of 2022; still very new. They will issue statement of work to contractors in coming months. Once design work is completed, they

will reach out to municipalities and contractors to begin permitting process; no later than spring of 2024.

Questions of Council-

Councillor Dowser – Cogeco would like to run fibre optic underground as much as possible, however there is a lot of stone and not a lot of residents along the highway. We have private roads, and those with only one house per kilometer. Will you run to each residence? If a residence falls within the green areas in the slideshow, the intention is that it will be serviced. Looking to connect communities through the CP Rail, and break out from the trail to service homes.

Councillor Richer – which of the three installation methods do they foresee happening in our area? In a similar project, 50% aerial (Nippissing). The more aerial installations they can do, the faster the deployment will be; particularly in rocky areas. When poles are not sufficient to support new infrastructure, Cogeco will go to boring.

Railway – would it be aerial or buried? Install would be underground as there is no continuous pole line. Even if the terrain is rocky there is still opportunity to go underground along the railway, as there is no worry about driveways etc.
The faster that Cogeco can deploy, the faster people will have access to service and the faster they can leave the trail.

Councillor Dowser - projection of user costs? Currently service is \$90 per month as a promotion; regular \$120 month which provides speeds of 1Gbps. Between now and 2025, it is anticipated that the cost will increase to approximately \$130; however there are less expensive packages that include slower internet speeds.

Councillor LeClerc – for railway installation, will it be on top, of or beside, the trail? Beside the trail; would not damage existing trail.

Councillor Kelly-Chamberlain – County of Renfrew owns the trail, will you be contacting them? Yes, Cogeco is conducting municipal meetings now, but will reach out to the County afterwards. They have had successful agreements previously.

Mayor Grills – This will be an interesting project with our geography.

Mitchell – With Bill 93, Cogeco is hoping to do as much aerial as possible in order to meet 2025 timeline; the government has been supportive in bridging the gap.

THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA
HCM RECREATION ADVISORY COMMITTEE

Minutes

Wednesday February 7th, 2023– 3:00 p.m.

1. Roll Call:

Committee Members: Glenn Stewart, Bonnie Stewart, Deborah Froehlich

Council Reps:

Chairperson: Deputy Mayor Rachel Richer

Staff: Stephany Rauche

Absent: Chris Dowser

Guests: None

Adoption of Agenda:

Moved by: Bonnie Stewart and Seconded by: Deborah Froehlich

Be it resolved that the Agenda for February 7th, 2023 meeting be accepted as presented.

Adoption of Previous Minutes:

Moved by: Glenn Stewart and Seconded by: Deborah Froehlich

Be it resolved that the meeting Minutes for September 6th, 2022, January 9th, 2023 and January 18th, 2023 be accepted as presented.

2. Unfinished Business:

I. Megaphone

Action: Stephany to add to the Agenda for the May meeting.

II. Trail Side Café

Action: Stephany to print 3 more Trail Side Cafe posters to give to Jesse. Check expiry dates on the chips and pop in the canteen.

Place order with local baker of a pie of her choice for this weekend coming. Pre-order for the next week (week 3) will be apple pie, raspberry pie, sugar pie and three dozen jam cookies.

Obtain information on carrot cake, size and cost for week four.

Print more menus for the tables.

The shopping list for trail side week two: soup, chili, milk, cooking oil, mushroom and onions. The committee would like to purchase the coffee and no longer charge for it, the committee will accept donation for the tea and coffee.

3. New Business

I. St-Patrick's Day- Karaoke

Action: Stephany to have a look in the crawl space to see what we have for decorations. Create posters with artist names (photo) and songs to pick from for karaoke. Advertise for volunteers to prep (March 18th) and cook (March 18th) in the morning. Create tickets once volunteer base is obtained and ask local gas stations and restaurant to sell tickets. Obtain a quote for desserts from the local baker.

Action: Bonnie will obtain prices for food supplies.

The food served at the event will be Irish Stew, Buns, Table Snacks and Desserts. The committee will purchase all the food. Pre-sale tickets will be sold to determine supplies requires. Ticket prices will be \$10.00 for advance, \$8.00 for senior tickets (65+), and \$12.00 for tickets purchased at the door.

4. Financials – Trail Side Café, report attached.

5. Events-

- **February 11, 2023**
Bartender: Roseanne Boudreau
RAC Rep: Glenn Stewart
- **February 18, 2023**
Bartender: Roseanne Boudreau
RAC Rep: Glenn Stewart
- **February 25, 2023**

Bartender: Roseanne Boudreau
RAC Rep: Glenn Stewart

6. Questions and Answers:

When are we going to think about advertising for a Canada Day committee?
Stephany will add it to the March Agenda.

Adjournment:

Moved by: Deborah Froelich Seconded by: Glenn Stewart

Be it resolved that this meeting adjourn at 4:51p.m. to meet again March 7th,
2023.

**Head, Clara and Maria Public Library
Board Meeting Minutes
December 6, 2022**

A Regular Meeting held on December 6, 2022 was called to order at 10.33 AM

First Nation's Land Acknowledgement

As we gather this morning (afternoon), I would like to acknowledge on behalf of the Head, Clara & Maria Library Board and our community that we are meeting on behalf the traditional territory of the Algonquin People. We would like to thank the Algonquin people and express our respect and support for their rich history, and we are extremely grateful for their many and continued displays of friendship. We also thank all the generations of people who have taken care of this land for thousands of years.

1. Roll Call

Designation	Name	P	A	E	Designation	Name	P	A	E
Chair	Marlene Gibson	X			Member	Gay Baribeau	X		
Member	Catherine Sutherland	X			Member	Fran Kelly-Chamberlain	X		
Member	Nancy Voros		X		CEO	Lexi Rivett			E

2. Pecuniary Interest: none

3. Approval of agenda: None

4. Approval of Minutes of Previous Meeting:

Resolution #1:

Moved by Catherine Sutherland and Seconded by Fran Kelly Chamberlain
Be it resolved that the minutes of October 5, 2022 be accepted as presented.
CARRIED

5. Business Arising From The Minutes:

- Laptops and tablets need to be functional prior to being lent.
- June Jazaar report is outstanding
- Power supply for the history computer has been purchased and installed.
The system should now be working.

6. Report of the CEO: No report

7. Report of The Chair:

The winner of the Library Week draw was Judy Valyear

8. Financial Reports –

Deferred until next meeting

9. Correspondence: None

10. Policies: None

11. New Business:

Judy Zilney has resigned. The board met and established a job posting and interview questions. The posting will be included in the townships December newsletter and posted on all bulletin boards in the Townships. Inclusion in local newspapers to be researched. A local mail out will be done in early January. The posting will also be shared with the library network with the assistance of Peggy Malcolm. The job posting will close on January 13, 2023

12. Report of the Projects:

Christmas Market Saturday November 5, 2022

- very successful
- 24 vendors attended – many local and 7 new vendors
- 82 participants donated money to the library to be eligible to participate in the basket draws.
- Tea, coffee, and homemade snacks were available to enjoy by donation
- Used books, DVD's and puzzles were also available.

- Income:
- Vendors = \$600.00
- Donations = \$977.25
- Food = \$296.65
- Books = \$ 70.00
- Misc. donation = \$ 58.10
- Total = 2002.00

- Expenses:
- Mail out = \$ 52.78

- Profit = \$1949.22

- Suggested improvements:
 - Highway sign
 - Building access
 - Count the people
 - Only need 4 sit down tables
 - Have food more Grab & Go
 - Maintain early November date

Future fund raising will be discussed in the New Year

Gay Baribeau will look after future fund raising financials. She will maintain a fund-raising book.

13. Questions and Answers: None

14. Adjournment:

Resolution #2;

Be it resolved that this meeting adjourn at 11:54 p.m. to meet again Tuesday, January 10, 2023 at 10:00 a.m. in the hall.

Moved by Fran Kelly-Chamberlain and seconded by Catherine Sutherland CARRIED

**Head, Clara and Maria Public Library
Board Meeting Minutes
January 27, 2023**

A Regular Meeting held on January 27th, 2023 was called to order at 9:30 AM

As we gather this morning, I would like to acknowledge on behalf of The Head Clara & Maria Public Library Board and our community that we are meeting on the traditional territory of the Algonquin People. We would like to thank the Algonquin people and express our respect and support for their rich history, and we are extremely grateful for their many and continued displays of friendship. We also thank all the generations of people who have taken care of this land for thousands of years.

1. Roll Call

Designation	Name	P	A	E	Designation	Name	P	A	E
Chair	Marlene Gibson	x			Member	Gay Baribeau	x		
Member	Catherine Sutherland	x			Member	Fran Kelly-Chamberlain	x		
Member	Nancy Voros			x	CEO	Lexi Rivett	x		

2. Pecuniary Interest: none

3. Approval of agenda:

Resolution #1; Moved by Catherine Sutherland seconded by Fran Kelly-Chamberlain. Be it resolved that the agenda for January 27th 2023 be accepted as Amended. CARRIED

4. Approval of Minutes of Previous Meeting:

Resolution # 2; Moved by Gay Baribeau Seconded by Fran Kelly-Chamberlain. Be it resolved that the minutes of December 6th be accepted as presented.CARRIED

5. Business Arising From The Minutes:

- The bill from Canada Post for the job flyers was \$50.83 for 260 copies to be sent out. Flyers were also placed on the community boards.
- The job advertisement was put in the North Renfrew Times newspaper and cost \$147.22
- The tablets had some issues when they were tested but Lexi will look into it and try to fix them.
 - Lexi will add barcodes to the tablets and laptops so it is easier to see who is borrowing them.

- A date for the meeting to discuss job applicants has been agreed upon and will be January 31st at 2:00 p.m.

6. Report of the CEO:

- An application for Ontario Park passes has been submitted and the 2023 passes are in
- The kids books have been moved onto the new shelf with new books being displayed on the top of the shelf.
- I have started the annual survey

7. Report of The Chair:

- Marlene spent time making a sheet that shows all of her expenses for the library and handed it in to the office.
- All library memberships have been renewed for another 2 years
 - We will see if there is a way to renew accounts in the summer next time rather than January.

8. Financial Reports:

Resolution # 3; Moved by Gay Baribeau Seconded by Fran Kelly-Chamberlain. Be it resolved that the financial statements for December 2022 be accepted as presented.CARRIED

- Lexi will find out if the "Charitable Donations" Section of the general ledger can be broken down to show where the donations came from.
- Lexi will ask the Treasurer if the Vendors from the Christmas Market can get receipts and if they could be listed individually on the general ledger.
- The budget worksheet will be brought to the next meeting.

9. Correspondence: None

10. Policies: None

11. New Business:

- Jesse will be coming to fix the shelving in the library
- June Jazaar 2023
 - June Jazaar will tentatively be on June 3rd from 10:00-2:00 with both indoor and outdoor vendors
 - Betty will be asked if she will be selling plants
 - Glen will be contacted about bringing his food truck
 - Coffee, tea and other drinks will be provided
 - The silent auction will be limited to 5 nicer items and all other items will either be sold in the rummage sale or added to baskets
 - This year we will have someone at the door doing a headcount of all who attend the event
- Adopt an author

- The tentative wording will be found for next meeting adding that a tax receipt will be issued for a minimum of a \$20.00 donation

12. Report of the Projects:

- David Balla-Boudreau wants to do some more work on the history project
 - Cathy will contact him and tell him that he is welcome to use our equipment to work on the project.

13. Questions and Answers:

- Can we bulk pull emails from Jasi?
- Is there a way to find out who all is using Libby?
- Is our phone provider Bell or Rogers?
- What is going on with the volunteers
 - Marlene is waiting to have enough stuff for them to train on
 - Can we get a copy of volunteer procedures for the next meeting?

14. Adjournment:

Resolution #4;

Be it resolved that this meeting adjourn at 12:23 p.m. to meet again February 10th, 2023 at 10:00 a.m.. in the hall. Moved by Fran Kelly-Chamberlain seconded by Gay Baribeau.

CARRIED

**Head, Clara and Maria Public Library
Board Meeting Minutes
February 10th, 2023**

A Regular Meeting held on February 10th, 2023 was called to order at 9:30 AM

As we gather this morning, I would like to acknowledge on behalf of The Head Clara & Maria Public Library Board and our community that we are meeting on the traditional territory of the Algonquin People. We would like to thank the Algonquin people and express our respect and support for their rich history, and we are extremely grateful for their many and continued displays of friendship. We also thank all the generations of people who have taken care of this land for thousands of years.

1. Roll Call

Designation	Name	P	A	E	Designation	Name	P	A	E
Chair	Marlene Gibson	x			Member	Gay Baribeau	x		
Member	Catherine Sutherland	x			Member	Fran Kelly-Chamberlain	x		
Member	Nancy Voros	x			CEO	Lexi Rivett	x		

2. Pecuniary Interest: none

3. Approval of agenda:

Resolution #1; Moved by Fran Kelly-Chamberlain seconded by Catherine Sutherland. Be it resolved that the agenda for February 10th, 2023 be accepted as Amended. CARRIED

4. Approval of Minutes of Previous Meeting:

Resolution # 2; Moved by Nancy Voros, Seconded by Catherine Sutherland. Be it resolved that the minutes of January 27th be accepted as presented. CARRIED

5. Business Arising From The Minutes:

- The CEO contacted the Clerk/ Treasurer to find out that the charitable donations section on the general ledger cannot be broken down because there were no names attached to the donations.
- Vendor receipts can be issued once vendor forms are handed in.
- The shelving in the library has been fixed
- It has been determined that the phone provider for the library is Rogers. Marlene will be taking the sim card and phone box to Rogers to have it fixed.

- We will be looking into selling the laptops since they are functional but slow.

6. Report of the CEO:

- An email has been sent to Beth Harding in regards to the questions about Libby/ Overdrive
- Public Works has fixed the shelf and hung up the magazine rack.
- Both tablets are charged and working well so I will work on cataloging them with a barcode
- Both laptops work but are very slow and frustrating to use
- I have made up a poster with the library hours on it as well as instructions on how to enter the library during weekdays. It has been posted on the door of the library
- I looked into why emails from Cathy were not coming through and it turns out they were going to an inbox in the library gmail called "social" rather than the regular inbox. I have fixed the issue and should now receive all emails sent by board members.

7. Report of The Chair:

- Marlene has begun putting books back into the non fiction section and weeding as she shelves them.
- People have been asking if the library needs help but there currently isn't enough work to need extra volunteers

8. Financial Reports:

Resolution # 3; Moved by Gay Baribeau Seconded by Nancy Voros. Be it resolved that the financial statements for December 2022 be accepted as presented.CARRIED

- The CEO will contact the Clerk / Treasurer to ask how many years combined is the GST Rebate for? And will we receive it again?
- 2 things on the General Ledger need to be moved
 - 61-1319- Cheque 116 moved to 61-4122
 - 61-1366- AP 7 of \$50 moved to 61-1344
- Cathy will possibly schedule a meeting with the Clerk / Treasurer in May to discuss the bank accounts and their interest
- The CEO will research and compare printer ink prices to determine the best deal
- A category will be added to the Budget for Job postings

9. Correspondence:

- An email has been received from Sue Keating of Hastings Highlands Public Library stating that the dvd pool prices for 2023 will be \$225 for one block
- Beth Harding has emailed the library to answer questions we had. Beth's email states that Libby and overdrive are 2 separate things and that overdrives name did not change to libby and that we can see who is using Libby through the "insights" page on Marketplace

10. Policies:

- For next meeting we will have a list of all the policies needed

11. New Business:None

12. Report of the Projects:

- David BallaBoudreau will be interviewing people for the history project and then giving the library the tapes to upload
- Fran will be looking into heritage grants for the library
- June Jazaar
 - The poster for June jazaar has been made
 - 35 vendors have been contacted 4 tables have been booked
 - Glen has been offered a spot for his food truck but will depend on if he sells it/ if the new owners wish to attend June Jazaar.
- 2 people have contacted Cathy about attending the Christmas market
- Adopt an author
 - The CEO will work on finalizing the wording
 - People will have 3 weeks to read and return the books that they donate

13. Questions and Answers:

14. Adjournment:

Resolution #4;

Be it resolved that this meeting will adjourn at 12:34 p.m. to meet again March 2nd, 2023 at 10:00 a.m. in the hall. Moved by Catherine Sutherland seconded by Fran Kelly-Chamberlain.

CARRIED

Circulation Stats for January 2023

E-DVD	6
E-FIC	21
E-JEASY	2
E-NFIC	5
TOTAL	34

February 24, 2023

CL 3-2023, February 23, 2023
PHSSC 2-2023, February 14, 2023
COM-C 14-2023, February 14, 2023

DISTRIBUTION LIST

SENT ELECTRONICALLY

Motion Respecting Declarations of Emergency for Homelessness, Mental Health and Opioid Addiction

COM-C 14-2023

Regional Council, at its meeting held on February 23, 2023, passed the following recommendation, as amended, of its Public Health and Social Services Committee:

Whereas Niagara Regional Council acknowledges that the challenges of homelessness, mental health and the opioid crisis are exceptionally complex issues that have a measurable and significantly detrimental impact on the residents of the Niagara region, including the loss of life;

Whereas addressing these issues places extreme stress on upper and lower-tier municipal programs and services, the Niagara Regional Police, Niagara Health, Emergency Medical Services and various non-profit service providers across the region;

Whereas the challenges of homelessness, mental health and opioids have seen a trend of becoming more prevalent in recent years and continue to have a significant impact on the Niagara community;

Whereas Niagara Region, through the staff in Community Services and Public Health, has taken many steps to address these issues with the development and provision of best-practice programming designed to mitigate their impact on the community;

Whereas Niagara Regional Council acknowledges that the challenges of homelessness, mental health and the opioid crisis are intrinsically diverse and should not be viewed as a single monolithic problem;

Whereas addressing these challenges will require strategies and tactics that are specifically designed for each of the unique issues;

Whereas Niagara Region accepts that the responsibility to address these challenges rests with multiple stakeholders, including the provincial government and its agencies;

Whereas 26 Niagara agencies within the Region, including Public Health and Emergency Medical Services, have collaboratively developed a Substance Use Prevention Strategy known as the Opioid Prevention and Education Network of Niagara, and are actively implementing it;

Whereas Niagara Region is a "Built for Zero" community that has accurate and timely data regarding its homeless population and delivers programs and services targeted for strategically helping those individuals experiencing homelessness;

Whereas the challenges of homelessness, mental health and opioid addiction are found throughout the entire province of Ontario and are not unique to Niagara;

Whereas Niagara Regional Council recognizes that municipal emergencies in Ontario are declared by the head of council as per the process detailed in the Emergency Management and Civil Protections Act; and

Whereas Niagara Regional Council acknowledges that the declaration of an emergency does not immediately result in a municipality receiving any additional funds or resources from senior levels of government.

NOW THEREFORE BE IT RESOLVED:

1. That the Regional Chair **BE DIRECTED** to formally issue three separate declarations of emergency, in the areas of homelessness, mental health and opioid addiction, as per the procedure outlined in the Emergency Management and Civil Protection Act;
2. That the Regional Chair **BE DIRECTED** to send correspondence to the Provincial Government requesting that action be taken on the eight measures proposed by the Association of Local Public Health Agencies (as previously endorsed by Regional Council on June 23, 2022), including:
 - a. Creation of a multi-sectoral task force to guide the development of a robust provincial opioid response plan that will ensure necessary resourcing, policy change, and health and social system coordination;
 - b. Expanding access to evidence informed harm reduction programs and practices including lifting the provincial cap of 21 Consumption and Treatment Service (CTS) Sites, funding Urgent Public Health Needs Sites (UPHNS) and scaling up safer supply options;
 - c. Revision of the current CTS model to address the growing trends of opioid poisoning amongst those who are using inhalation methods;
 - d. Expanding access to opioid agonist therapy for opioid use disorder through a range of settings (e.g. mobile outreach, primary care, emergency departments, Rapid Access to Addiction Medicine Clinics), and a variety of medication options;

- e. Providing a long-term financial commitment to create more affordable and supportive housing for people in need, including people with substance use disorders;
 - f. Addressing the structural stigma and harms that discriminate against people who use drugs, through provincial support and advocacy to the Federal government to decriminalize personal use and possession of substances and ensure increased investments in health and social services at all levels;
 - g. Increasing investments in evidence-informed substance use prevention and mental health promotion initiatives that provide foundational support for the health, safety and well-being of individuals, families, and neighbourhoods, beginning from early childhood; and
 - h. Funding additional and dedicated positions for public health to support the critical coordination and leadership of local opioid and substance abuse strategies;
3. That the Regional Chair **BE DIRECTED** to send correspondence to the Minister of Municipal Affairs and Housing requesting action be taken to correct the funding allocation model for homelessness based on the results of Auditor General's 2021 report which found that provincial funding in this area is incorrect;
 4. That the Regional Chair **BE DIRECTED** to send correspondence to the Ministry of Health and the CEO of Ontario Health requesting that the province immediately commit to fully funding gaps in mental health service as have been identified in the Needs Based Planning project by Niagara Ontario Health Team's Mental Health and Addictions Working Group, as well as funding ongoing annual increases as required by inflation and population need;
 5. That the Regional Chair **BE DIRECTED** to send correspondence to Federal Minister of Justice and Attorney General, David Lametti, and Federal Minister of Health, Jean-Yves Duclos, reaffirming Regional Council's October 22, 2020 motion urging the Federal government convene a task force to explore the legal regulation and decriminalization of all drugs in Canada;
 6. That the Regional Chair **BE DIRECTED** to send correspondence to the Association of Municipalities of Ontario (AMO) requesting that targeted advocacy be conducted in these areas, including the development of a singular motion that can be ratified by municipal councils across Ontario calling on the province to take immediate action;
 7. That Niagara Region, through its Public Health and Social Services Committee, **URGE** the federal government to declare homelessness as a humanitarian crisis; and

8. That this motion **BE CIRCULATED** to the local area municipalities, all municipalities in Ontario, the Federation of Canadian Municipalities (FCM), and local MPs and MPPs.

Yours truly,



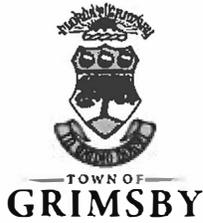
Ann-Marie Norio
Regional Clerk

:kl

CLK-C 2023-019

Distribution List:

Local Area Municipalities
All Ontario Municipalities
Federation of Canadian Municipalities
Chris Bittle, Member of Parliament, St. Catharines
Vance Badawey, Member of Parliament, Niagara Centre
Tony Baldinelli, Member of Parliament, Niagara Falls
Dean Allison, Member of Parliament, Niagara West
Jennie Stevens, Member of Provincial Parliament, St. Catharines
Jeff Burch, Member of Provincial Parliament, Niagara Centre
Wayne Gates, Member of Provincial Parliament, Niagara Falls
Sam Oosterhoff, Member of Provincial Parliament, Niagara West



**The Corporation of the Town of Grimsby
Administration**
Office of the Town Clerk
160 Livingston Avenue, Grimsby, ON L3M 0J5
Phone: 905-945-9634 Ext. 2171 | **Fax:** 905-945-5010
Email: bdunk@grimsby.ca

February 24, 2023

SENT VIA E-MAIL

Premier of Ontario
Legislative Building
Queen's Park
Toronto ON M7A 1A1

Attention: Doug Ford, Premier

Dear Mr. Ford

RE: Barriers for Women in Politics

Please be advised that the Council of the Corporation of the Town of Grimsby at its meeting held on February 21, 2023 passed the following resolution:

C-23-055

Moved by: Councillor DiFlavio; Seconded by: Councillor Freake

WHEREAS, the Town of Grimsby values equality and inclusivity in all areas of life, including politics;

WHEREAS, women have historically been underrepresented in politics, and continue to face barriers and discrimination in their pursuit of elected office;

WHEREAS, misogyny and harassment have been identified as significant challenges for women in politics, both in Canada and around the world;

WHEREAS, the Town of Grimsby believes that all individuals have the right to participate in a political environment that is free from discrimination, harassment, and misogyny;

THEREFORE, BE IT RESOLVED, that the Town of Grimsby expresses its support for women in politics and their right to participate in a political environment that is free from misogyny and harassment, and where everyone feels equal.

BE IT FURTHER RESOLVED, that the Town of Grimsby commits to taking steps to ensure that our political environment is inclusive and welcoming to all individuals, regardless of gender, race, ethnicity, religion, sexual orientation, or other identity factors.

BE IT FURTHER RESOLVED, that the Town of Grimsby encourages other municipalities in Ontario and across Canada to join us in supporting women in politics and promoting gender equality in all areas of society.

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to all Ontario Municipalities for endorsement, the Premier of Ontario, the Minister of Municipal Affairs and Housing, Grimsby's MP and MPP, and the Association of Municipalities of Ontario to express the Town of Grimsby's commitment to this issue and encourage action at the provincial level to create legislation to ensure equality, safety, and security.

UNANIMOUSLY CARRIED

If you require any additional information, please let me know.

Regards,



Bonnie Nistico-Dunk
Town Clerk

cc.
All Ontario Municipalities
Steve Clark, Minister of Municipal Affairs and Housing
Dean Allison, MP – Niagara West
Sam Oosterhoff, MPP – Niagara West
Association of Municipalities of Ontario



THE CORPORATION OF THE TOWN OF COBOURG

The Corporation of the Town of Cobourg
 Legislative Services Department
 Victoria Hall
 55 King Street West
 Cobourg, ON K9A 2M2

Brent Larmer
 Municipal Clerk/
 Director of Legislative Services
 Telephone: (905) 372-4301 Ext. 4401
 Email: blarmer@cobourg.ca
 Fax: (905) 372-7558

SENT VIA EMAIL

March 2, 2023

David Piccini, Member of Provincial Parliament
 Hon. Doug Ford, Premier
 Hon. Steve Clark, Minister of Municipal Affairs and Housing
 Hon. Merrilee Fullerton, Minister of Children, Community and Social Services
 Hon. Sylvia Jones, Minister of Health

Re: Town of Cobourg Resolution – Homeless and Unsheltered Persons

At a meeting held on February 27, 2023, the Municipal Council of the Town of Cobourg approved the following Resolution #045-23:

Homeless and Unsheltered Persons

Moved by Deputy Mayor Nicole Beatty

Seconded by Councillor Adam Bureau

WHEREAS at the Regular Council meeting on February 27, 2023, Council considered a Delegation Action from the Committee of the Whole meeting on February 21, 2023, regarding Homelessness and Unsheltered Residents with an understanding and appreciation of the impacts and importance of the issue of homelessness has to the local community; and

WHEREAS the Town of Cobourg acknowledges that there are complex issues which can be presented through the challenges of homelessness and a lack of transitional and affordable housing, which are most significantly felt at the local level on a daily basis; and therefore have a measurable and detrimental impact on the well-being of all citizens of the Town of Cobourg; and

WHEREAS the Town of Cobourg does not have the resources, capacity or tools to address these complex challenges without the partnership of the designated service providers being the County of Northumberland, and the Province of Ontario;

NOW THEREFORE BE IT RESOLVED THAT Council acknowledges that homelessness in the Town of Cobourg is a social, economic and health crisis; and

FURTHER THAT Council requests the support of the County of Northumberland as the regional service manager and facilitator of the Community Safety and Well-Being Taskforce by including Cobourg representatives and people with lived experience on it in an effort to address the local issues of homelessness in the Town of Cobourg; and



THE CORPORATION OF THE TOWN OF COBOURG

The Corporation of the Town of Cobourg
Legislative Services Department
Victoria Hall
55 King Street West
Cobourg, ON K9A 2M2

Brent Larmer
Municipal Clerk/
Director of Legislative Services
Telephone: (905) 372-4301 Ext. 4401
Email: blarmer@cobourg.ca
Fax: (905) 372-7558

FURTHER THAT Council requests a need for immediate action from the Province of Ontario to develop, resource and implement a comprehensive plan to prevent, reduce and ultimately end homelessness in Ontario; and,

FURTHER THAT Council invites the delegates to submit their presentations to the Northumberland County Social Services Standing Committee and County Council and member municipalities; and

FURTHER that a copy of this motion be sent to all Northumberland County Lower-Tier municipalities for support; and

FURTHER THAT that a copy of this motion be sent to Premier Doug Ford, MPP David Piccini, the Minister of Municipal Affairs and Housing; the Minister of Children, Community and Social Services, the Minister of Health, HKPR Board of Health, the Association of Municipalities of Ontario (AMO) and all 444 municipalities in Ontario.

045-23

Carried

If you have any questions regarding this matter, please do not hesitate to contact the undersigned at blarmer@cobourg.ca or by telephone at (905)-372-4301 Ext. 4401.

Sincerely,

Brent Larmer
Municipal Clerk/Director of Legislative Services
Returning Officer
Legislative Services Department



Moved By	Deputy Mayor Nicole Beatty	Resolution No.:
Last Name Printed	BEATTY	045-23
Seconded By	Councillor Adam Bureau	Council Date:
Last Name Printed	BUREAU	February 27, 2023

WHEREAS at the Regular Council meeting on February 27, 2023, Council considered a Delegation Action from the Committee of the Whole meeting on February 21, 2023, regarding Homelessness and Unsheltered Residents with an understanding and appreciation of the impacts and importance of the issue of homelessness has to the local community; and

WHEREAS the Town of Cobourg acknowledges that there are complex issues which can be presented through the challenges of homelessness and a lack of transitional and affordable housing, which are most significantly felt at the local level on a daily basis; and therefore have a measurable and detrimental impact on the well-being of all citizens of the Town of Cobourg; and

WHEREAS the Town of Cobourg does not have the resources, capacity or tools to address these complex challenges without the partnership of the designated service providers being the County of Northumberland, and the Province of Ontario;

NOW THEREFORE BE IT RESOLVED THAT Council acknowledges that homelessness in the Town of Cobourg is a social, economic and health crisis; and

FURTHER THAT Council requests the support of the County of Northumberland as the regional service manager and facilitator of the Community Safety and Well-Being Taskforce by including Cobourg representatives and people with lived experience on it in an effort to address the local issues of homelessness in the Town of Cobourg; and

FURTHER THAT Council requests a need for immediate action from the Province of Ontario to develop, resource and implement a comprehensive plan to prevent, reduce and ultimately end homelessness in Ontario; and,

FURTHER THAT Council invites the delegates to submit their presentations to the Northumberland County Social Services Standing Committee and County Council and member municipalities; and

FURTHER that a copy of this motion be sent to all Northumberland County Lower-Tier municipalities for support; and

FURTHER THAT that a copy of this motion be sent to Premier Doug Ford, MPP David Piccini, the Minister of Municipal Affairs and Housing; the Minister of Children, Community and Social Services, the Minister of Health, HKPR Board of Health, the Association of Municipalities of Ontario (AMO) and all 444 municipalities in Ontario.

Recorded vote requested by Councillor Adam Bureau

	For	Against	Absent
Councillor Adam Bureau	X		
Councillor Aaron Burchat	X		
Councillor Brian Darling	X		
Councillor Miriam Mutton	X		
Councillor Randy Barber	X		
Mayor Lucas Cleveland		X	
Deputy Mayor Nicole Beatty	X		
TOTAL:	6	1	

4



Mandi Pearson, Clerk/Operations Clerk
Town of Petrolia
411 Greenfield Street
Petrolia, ON N0N 1R0
mpearson@petrolia.ca

DELIVERED VIA EMAIL

February 17th 2023

Re: School Board Elections

Dear Ms. Pearson,

Please be advised that at the Regular Council Meeting on February 8th 2023, the Town of Plympton-Wyoming Council passed the following motion, supporting the resolution from the Council of the Town of Petrolia regarding *School Board Elections*.

Motion 14

Moved by Councillor Mike Vasey

Seconded by Councillor John van Klaveren

That Council support item 'M' of correspondence from the Town of Petrolia regarding compensation for School Board Elections.

Motion Carried.

If you have any questions regarding the above motion, please do not hesitate to contact me by phone or email at dgiles@plympton-wyoming.ca.

Sincerely,

Denny Giles
Deputy Clerk
Town of Plympton-Wyoming

cc: Hon. Stephen Lecce, Minister of Education
MPP Bob Bailey, Samia-Lambton
All Ontario Municipalities

January 25, 2023

Hon. Steven Lecce, Minister of Education
MPP Bob Bailey, Sarnia-Lambton
County of Lambton
Municipalities of Lambton County and Ontario

Via email

During the December 12, 2022, regular meeting of council, the following resolution was passed:

Moved: Bill Clark Seconded: Debb Pitel

WHEREAS in the Province of Ontario, municipalities are responsible to conduct the election process on behalf of the school boards; and

WHEREAS an extensive amount of resources, time and management to advertise, co-ordinate and complete these trustee elections is placed on the municipality; and

WHEREAS municipalities do not receive any compensation or re-imbusement for use of orchestration of the school board trustee elections.

THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Petrolia request that staff forward this motion to the Hon. Steven Lecce, Minister of Education, MPP Bob Bailey, Ontario Municipal Councils and the County of Lambton requesting that school boards become responsible for conducting their own trustee elections or at minimum municipalities be compensated by the school boards for overseeing such trustee elections;

Carried

Kind regards,

Original Signed

Mandi Pearson
Clerk/Operations Clerk

Phone: (519)882-2350 • Fax: (519)882-3373 • Theatre: (800)717-7694

411 Greenfield Street, Petrolia, ON, N0N 1R0

www.town.petrolia.on.ca



5



TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

82133 Council Line, R.R. #5
Goderich, Ontario N7A 3Y2

PHONE: 519-524-4669

FAX: 519-524-1951

E-MAIL: clerk@acwtownship.ca

The Honourable Steve Clark, Minister of Municipal Affairs and Housing

February 22, 2023

Re: Future Accuracy of the Permanent Register of Electors

Dear Minister,

Please be advised that at the February 21st meeting, the Council of the Township of Ashfield-Colborne-Wawanosh adopted the following resolution,

Moved by Anita Snobelen
Seconded by Evan Hickey

WHEREAS concerns surrounding the accuracy of the Voters' List has been highlighted in elections past and inaccuracies continue to plague municipal elections;

AND WHEREAS the Chief Electoral Officer for the Province of Ontario now has the responsibility to prepare and maintain a Permanent Register of Electors, under the Elections Act, for future municipal elections;

AND WHEREAS an accurate Permanent Register of Electors is paramount in upholding the integrity of democratic government;

AND WHEREAS an accurate Permanent Register of Electors could increase voter turnout statistics and possibly contribute to positive voter apathy;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of Ashfield-Colborne-Wawanosh requests that the Province of Ontario, through Elections Ontario and the Chief Electoral Officer utilize any resources available to produce the highest quality Permanent Register of Electors;

AND FURTHER THAT this resolution be circulated to the Minister of Municipal Affairs and Housing, Elections Ontario, MPP Lisa Thompson and Ontario Municipal Councils for their support.

Carried

Sincerely,

Florence Witherspoon
Municipal Clerk

cc. Greg Essensa, Chief Electoral Officer for Ontario, Huron-Bruce MPP Lisa Thompson, and Ontario Municipal Councils

acwtownship.ca



The Corporation of the Township of Moonbeam
53 St. Aubin Avenue, PO Box 330
Moonbeam, ON P0L 1V0
TEL (705)-367-2244 FAX (705)-367-2610
administration@moonbeam.ca

**THE CORPORATION OF THE TOWNSHIP OF MOONBEAM
RESOLUTION**

NUMBER: 042-2023
DATE: March 2, 2023
PROPOSED BY: Jessica Gibson Demers
SECONDED BY: Nadine Morin

WHEREAS an announcement in the media was made that the English Public School Boards Association, the largest school association in the province, is asking for the end of the moratorium on most pupil accommodation reviews;

AND WHEREAS this announcement potentially threatens the future closure of schools in many single school municipalities;

AND WHEREAS access to education and the presence of a school in a community is an essential service and has a direct link to the quality of life in a community;

AND WHEREAS schools play a key role in improving services and quality of life in a community and are viewed as activity centres where children have access to education, health services, recreation and culture;

AND WHEREAS schools are an important factor in the retention and attraction of residents in a community and is essential in order to resolve labour shortages and allow economic development and growth in small rural municipalities;

AND WHEREAS demographics in many areas are currently shifting and changing quickly as we work on meeting needs of many Ontario residents during a housing crisis;

NOW THEREFORE BE IT RESOLVED that Council is requesting provincial government through the Minister of Education to extend the moratorium on most pupil accommodation reviews in order to allow municipalities, townships, neighborhoods or subdivisions the opportunity to prosper, develop and grow without being hindered by school closure because of current low enrollments that could quickly change.

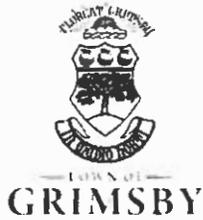
FURTHER BE IT RESOLVED that this resolution be forwarded to Premier Doug Ford, MPP Guy Bourgooin and all Ontario municipalities.

Carried Defeated Differed

Éric Côté

President Officer

Registered vote requested by:



**The Corporation of the Town of Grimsby
Administration**

Office of the Town Clerk

160 Livingston Avenue, Grimsby, ON L3M 0J5

Phone: 905-945-9634 Ext. 2171 | **Fax:** 905-945-5010

Email: bdunk@grimsby.ca

February 27, 2023

438 University Ave
6th Floor
Toronto, ON
M7A 1N3

SENT VIA E-MAIL

Attention: Hon. Neil Lumsden, Minister of Tourism, Culture and Sport

RE: Changes to the Municipal Heritage Register

Please be advised that the Council of the Corporation of the Town of Grimsby at its meeting held on February 6, 2023 passed the following resolution:

WHEREAS the Municipal Heritage Register is an important tool for the preservation and protection of cultural heritage properties within the Town of Grimsby and throughout the province of Ontario;

WHEREAS cultural heritage properties are those which have potential cultural heritage value or interest but have yet to been formally evaluated as per the process prescribed in the Ontario Heritage Act;

WHEREAS listed properties are labelled as such as they are 'listed' in the Town of Grimsby's Municipal Heritage Register, which identifies all municipally-recognized cultural heritage resources;

WHEREAS the Municipal Heritage Register allows municipalities to regulate demolition on properties protected under section 27 of the Ontario Heritage Act, ensuring that their cultural heritage value is preserved for future generations;

WHEREAS "listing" a property on the municipal heritage register recognizes a property's cultural heritage value, and is generally less complex, time-consuming, and

economically burdensome to local municipalities than pursuing the designation of a property as outlined within the existing process, which requires extensive research and documentation;

WHEREAS the "listing" of properties on the Municipal Heritage Register provides a measure of protection, ensuring that these properties cannot be demolished without the approval of the municipality;

WHEREAS it is important to list properties of cultural heritage value or interest, including those that are not currently designated, in order to ensure their preservation for future generations;

WHEREAS the 60-day demolition provision in the Ontario Heritage Act provides a short time frame for the municipality to consider the heritage value of a property before it may be demolished;

WHEREAS the new requirements of the Ontario Heritage Act mandate the assessment of an unreasonable amount of resources for a local municipality within a 2-year timeline;

WHEREAS the new requirement of removal after the 2-year anniversary leaves resources exposed, and unprotected for up to 5 years;

WHEREAS the new requirements do not allow the municipality to further assess our nationally significant resources, more specifically resources connected to the War of 1812, our indigenous communities and culture, people of colour, LGBTQ+, and impacts our community's commitment to ensure preservation of our inclusive history.

THEREFORE, BE IT RESOLVED that the Council of the Town of Grimsby addresses this resolution to the government of the Province of Ontario, affirming the importance of the Municipal Heritage Register and its role in preserving the cultural heritage of municipalities throughout the province;

BE IT FURTHER RESOLVED that this Council of the Town of Grimsby encourages the government of the Province of Ontario to make changes to the Ontario Heritage Act which promote the retention and expansion of the Municipal Heritage Register, including

the listing of properties of cultural heritage value or interest that are not currently designated;

BE IT FURTHER RESOLVED that this Council of the Town of Grimsby encourages the government of the Province of Ontario to change the Ontario Heritage Act to protect the 60-day demolition provision indefinitely, rather than for a maximum of 2 years in order to provide adequate time for the municipality to consider the heritage value of properties before they may be demolished;

BE IT FURTHER RESOLVED that this Council of the Town of Grimsby circulate this notice of motion to the municipalities of Ontario for endorsement and circulation to the Province.

If you require any additional information, please let me know.

Regards,

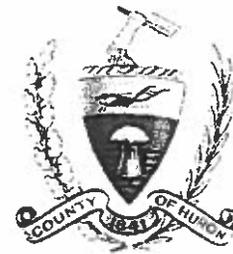


Bonnie Nistico-Dunk
Town Clerk

cc. All Ontario Municipalities

OFFICE OF THE WARDEN

Corporation of the County of Huron
1 Courthouse Square
Goderich, Ontario N7A 1M2
www.HuronCounty.ca
Phone: 519.524.8394
Toll Free: 1.888.524.8394



February 1, 2023

Sent via email.

Re: Call to Action: Review of the Cannabis Act

Please note that on February 1, 2023 Huron County Council passed the following motion:

Moved by: Councillor G. Finch and Seconded by: Councillor M. Anderson

THAT:

The Council of the County of Huron approve the report by CAO Meighan Wark dated February 1, 2023 titled Report to Council: Cannabis Act Information as presented;

AND FURTHER THAT:

The Council of the County of Huron advocate for improvements to the Cannabis Act and current legislative framework for cannabis in Canada by sending the report titled *Report for Council: Cannabis Act Information*, including the correspondence found in the appendices, to the Western Ontario Warden’s Caucus (WOWC) for discussion and consideration;

AND FURTHER THAT:

The Council of the County of Huron approve forwarding Call to Action Letters to the following for support:

- Federation of Canadian Municipalities (FCM)
- All Municipalities in Ontario
- Ministry of Agriculture, Food and Rural Affairs (OMAFRA)
- Premier of Ontario
- Provincial Minister of the Environment, Conservation and Parks
- Provincial Minister of Agriculture
- Provincial Minister of Municipal Affairs and Housing
- Member of Parliament
- Federal Minister of Agriculture and Agri-Food
- Federal Minister of Health

CARRIED

The County of Huron calls for a review and amendments to the Cannabis Act and the current legislative framework for cannabis in Canada.

To be clear, the County of Huron is not against or opposed to cannabis and we appreciate the role that both the federal and provincial governments provide in assisting municipalities. However, when new legislation is implemented, it is often at the municipal level that the impacts of change can be observed, and notations can be made for areas of improvement. It is vital that municipal governments pay attention and provide information and recommendations to higher levels of government so that continual improvements can be made over time.

It is in this spirit that we provide the following recommendation:

As a municipal government for one of Canada's most agriculturally productive regions and a popular tourism destination, we have been in the position to observe the last several years of legal cannabis production under the Cannabis Act as managed by Health Canada.

Under the current legislative and regulatory framework, we have observed, and continue to observe, serious odour impacts on local communities and residents from cannabis production facilities; including concerns from local medical practitioners about these impacts. Most often, these odour impacts arise from properties used for 'The Production of Cannabis for Own Medical Purposes by a Designated Person'.

In our local municipal experience, these facilities are often established without complying with local municipal zoning and nuisance by-laws, often contain hundreds of cannabis plants for each of the four assigned individuals, and usually do not include adequate odour controls to manage impacts on surrounding homes, public facilities, and the community at large.

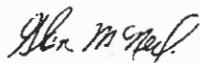
To help manage public impacts of cannabis production facilities, we request that all production facilities, including facilities used by a designated person to produce cannabis for an individual's medical purposes, to require confirmation from the local municipality that the facility/site selected complies with all local municipal by-laws and regulations prior to an application being approved by Health Canada. We also request that Health Canada implement a system of minimum setbacks between cannabis production facilities and sensitive odour receptors, including homes and public facilities.

As an agricultural community, we have had extensive experience with the Ontario Ministry of Agriculture, Food and Rural Affairs' Minimum Distance Separation (MDS) Formula, an approach which has been used to successfully manage land use conflicts resulting from odour between livestock facilities and sensitive receptors for almost 50 years. We believe a system based on MDS would be appropriate to manage the

impacts of Health Canada's approved cannabis facilities, including both licensed commercial producers and designated growers for individuals.

In conclusion, we strongly recommend further notice and enhanced consultation with municipal governments when drafting and implementing legislation and regulations related to cannabis production, as there is a direct impact on local municipal operations, local residents, and in some cases, serious issues of non-compliance with local municipal by-laws.

Sincerely,

A handwritten signature in black ink, appearing to read "Glen McNeil". The signature is written in a cursive style with a large initial "G" and "M".

Glen McNeil
Warden, Huron County
On behalf of Huron County Council

NOTICE OF PUBLIC MEETING

In the matter of Section 17 and 22 of the Planning Act, the County of Renfrew hereby gives NOTICE OF THE FOLLOWING:

- i) Proposal to amend the County of Renfrew Official Plan (Official Plan Amendment 35).
- ii) A public meeting regarding an application for an amendment to the County of Renfrew Official Plan.

Subject Lands The Official Plan amendment affects lands throughout the entire County, therefore a key map or description of the affected lands is not provided.

Public Meeting A public meeting to inform the public of the proposed Official Plan Amendment will be held on **April 11, 2023 at 8:30 a.m.** at the County of Renfrew Administration Building, 9 International Drive, Pembroke, Ontario.

The meeting may be viewed on the County of Renfrew's YouTube channel.

Proposed Official Plan Amendment

This is the second public meeting related to Official Plan Amendment Number 35 (OPA 35) – the first meeting was previously held on December 21, 2022. The purpose of the proposed Official Plan Amendment is to update certain policies in response to provincial planning direction and recent changes to the Planning Act. Amendments include new requirements for Site Plans and Complete Application; providing municipalities with the ability to mandate pre-consultation on planning applications; and providing municipalities with the ability to delegate the approval of temporary use by-laws and/or other zoning by-law amendments considered minor in nature, including the removal of holding zones. OPA 35 has been updated from the version presented in December to include changes to Whitewater Region policies and to incorporate revisions made necessary by the passing of Ontario legislation under Bill 23.

Additional information regarding the Official Plan Amendment is available for inspection at the County of Renfrew Administration Building during regular office hours or by visiting the County of Renfrew website.

If a person or public body does not make oral submissions at a public meeting or make written submissions to the County of Renfrew before the proposed Official Plan amendment is adopted by the County of Renfrew, the person or public body is not entitled to appeal the decision of the County of Renfrew to the Ontario Land Tribunal.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the County of Renfrew before the proposed Official Plan amendment is adopted by the County of Renfrew, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or the public body as a party.

If you wish to be notified of the adoption of the proposed Official Plan amendment, or of the refusal of a request to amend the Official Plan, or for further information, you must make a written request to:

Bruce Howarth
County of Renfrew
9 International Drive
Pembroke, ON K8A 6W5
(613) 735-7288, ext. 490
bhowarth@countyofrenfrew.on.ca

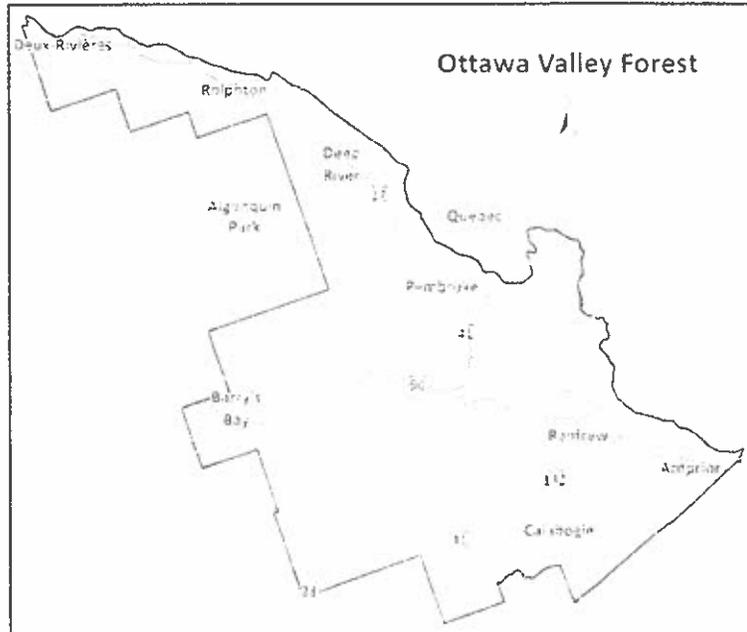
NOTE: One of the purposes of the Planning Act is to provide for planning processes that are open, accessible, timely and efficient. Accordingly, all written submissions, documents, correspondence, e-mails or other communications (including your name and address) form part of the public record and will be disclosed/made available by the County to such persons as the County sees fit, including anyone requesting such information. Accordingly, in providing such information, you shall be deemed to have consented to its use and disclosure as part of the planning process.

Dated at the County of Renfrew this 10th day of March, 2023.

INSPECTION

Inspection of 2023–2024 Annual Work Schedule for Ottawa Valley Forest

The April 1, 2023 – March 31, 2024 Annual Work Schedule (AWS) for the **Ottawa Valley Forest** is available electronically for public viewing by contacting the Ministry of Natural Resources and Forestry during normal business hours and on the Natural Resources Information Portal at <https://nrp.mnr.gov.on.ca/s/fmp-online> beginning **March 15, 2023** and for the one-year duration of the AWS.



Scheduled Forest Management Operations

The AWS describes forest operations such as road construction, maintenance and decommissioning, forestry aggregate pits, harvest, site preparation, tree planting and tending that are scheduled to occur during the year.

Tree Planting and Fuelwood

Ottawa Valley Forest Inc. (OVFI) is responsible for tree planting on the Ottawa Valley Forest. Please contact the Forest Company listed below for information regarding tree planting job opportunities.

For information on the rules for obtaining fuelwood for personal use, please see the Ministry's webpage [Using wood from Crown land for personal use](#). For commercial fuelwood opportunities, please contact the Forest Company listed below.

More Information

For more information on the AWS, to arrange a remote meeting with MNRF staff to discuss the AWS or to request AWS summary information, please contact the MNRF staff listed below:

Shanagh Hore Management Forester Ministry of Natural Resources and Forestry Pembroke District Pembroke Work Centre e-mail: shanagh.hore@ontario.ca	Bruce Summerby Operations Forester Ottawa Valley Forest Inc. e-mail: bsummerby@ovfi.ca
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Stay Involved

Further information on how to get involved in forest management planning and to better understand the stages of public consultation please visit:

<https://ontario.ca/forestmanagement>

Renseignements en français : Elizabeth Holmes au tel. 613-258-3210 ou courriel: elizabeth.holmes@ontario.ca



MUNICIPALITY OF

North Perth

www.northperth.ca

A Community of Character

350 Wallace Ave. N., Listowel, ON N4W 1L5

Phone: 519-291-2950

Toll Free: 888-714-1993

March 14, 2023

The Honourable Doug Ford
 Premier of Ontario
 Legislative Building, Queen's Park
 Toronto, ON M7A 1A1
 Via Email: premier@ontario.ca

Dear Premier Ford:

RE: School Bus Stop Arm Cameras

Pleased be advised that the Council of the Municipality of North Perth passed the following resolution at their regular meeting held March 6, 2023:

Moved by Councillor Rothwell Seconded by Councillor Blazek

WHEREAS almost 824,000 students travel in about 16,000 school vehicles every school day in Ontario and according to the Ministry of Transportation's statistics the rate of vehicles blowing by stopped school buses is over 30,000 times every day;

AND WHEREAS the Province of Ontario passed the Safer School Zones Act in 2017 which authorized the use of Automated School Bus Stop Arm Camera Systems to detect incidents where vehicles failed to stop when the school bus was stopped and the stop-arm extended (O. Reg. 424/20);

AND WHEREAS the Association of Municipalities (AMO) working on behalf of all Ontario Municipalities made its submission to the Standing Committee on General Government on May 21, 2019 in support of Administrative Monetary Penalties (AMPs) to be used to collect fine revenue for school bus stop arm infractions and other applications, including Automated Speed Enforcement (ASE) technologies deployed in school and community safety zones;

AND WHEREAS police resources can not be spread any thinner to enforce Highway Traffic Act offences throughout municipalities;

AND WHEREAS the administrative and financial costs to establish the required municipal Administrative Penalty program under the Highway Traffic Act, and its regulations, are substantial and maybe out of reach for small or rural municipalities that have insufficient amounts of traffic to generate the required funds to offset the annual operational costs of a municipal Administrative Penalty program;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of North Perth urges the Provincial Government to:

- a) Require all school buses to have stop arm cameras installed and paid for by the Province for the start of the 2023-2024 school year; and
- b) Underwrite the costs for the implementation and on-going annual costs for Administrative Monetary Penalties in small and rural municipalities;

AND FURTHER THAT this resolution be circulated to Premier Doug Ford, Attorney General Doug Downey, Minister of Education Stephen Lecce, Provincial opposition parties, Mathew Rae MPP, AMO and all municipalities in Ontario.

CARRIED

If you have any questions regarding the above resolution, please do not hesitate to contact me at lcine@northperth.ca.

Sincerely,



Lindsay Cline,
Clerk/Legislative Services Supervisor
Municipality of North Perth

cc.

Hon. Doug Downey, Attorney General
Hon. Stephen Lecce, Minister of Education
Provincial Opposition Parties
MPP Matthew Rea
Association of Municipalities of Ontario (AMO)
All Ontario Municipalities

RE: MTO Project Notification - Hwy 17 Harvey Creek Rd to Stonecliffe, GWP4111-17-00

Witjes, Ron (MTO)

Thu 2023-03-09 3:07 PM

To: HCM Clerk-Treasurer <crystal@headclaramaria.ca>

Cc: Waters, Darren (MTO)

Hi Crystal

The Ministry of Transportation (MTO) has reviewed both requests by United Townships of Head, Clara and Maria (Municipality) and offer the following responses to each:

Surplus RAP

MTO is interested in pursuing the option of providing the Municipality with the RAP generated from the pavement milling operation on Hwy 17 from Harvey Creek Rd to Stonecliffe. Further discussion will be required to determine suitability in relation to: quantity of RAP, location of stockpile site, responsibilities, timing, and Tender contract language. Please provide a Municipal contact available over the next several months, for further discussion on this matter.

Hwy 17 EB Left Turn Lane (LTL) at Pine Valley Road

Current Traffic records associated with Pine Valley Road include: sideroad volumes of 53 total vehicles (average daily total, off-season); and collision history of 3 collisions since 2014 in vicinity of Pine Valley Rd reported by OPP. It should be noted none of the collisions (2 animal strikes and run off the road) would have been mitigated by a left turn lane at this location. In order to appropriately review the LTL warrants at this location, MTO will include a sideroad count and turning movement count at this intersection as part of the summer 2023 data collection program. The results of the warrant analysis will be communicated to the Municipality once completed.

Also, I would like to take this opportunity to update the Municipality on status of this Hwy 17 paving project since my letter in Oct 2022. The Hwy 17 resurfacing from Harvey Creek Rd to Stonecliffe, GWP4111-17-00 is currently listed on the Capital Construction Program for construction start in 2024. Final timing of this project is subject to completion of the project design, Environmental Assessment clearance, and provincial funding.

Thank you for your interest in this project.

Ron Witjes, Sr PM

MTO Project Delivery East



760 Peterborough County Road 36, Trent Lakes, ON K0M 1A0 Tel 705-738-3800 Fax 705-738-3801

February 28, 2023

Via email only

To: The Honourable Steve Clark, Minister of Municipal Affairs and Housing
minister.mah@ontario.ca
 The Honourable Doug Ford, Premier of Ontario
doug.fordco@pc.ola.org
 The Honourable Dave Smith, MPP Peterborough-Kawartha
dave.smithco@pc.ola.org
 The Honourable Michelle Ferreri, MP Peterborough-Kawartha
michelle.ferreri@parl.gc.ca
 Curve Lake First Nation
audreyp@curvelake.ca
 The Association of Municipalities Ontario
amo@amo.on.ca

Re: Oath of Office

Please be advised that during their Regular Council meeting held February 21, 2023, Council passed the following resolution:

Resolution No. **R2023-119**

Moved by Councillor Franzen
 Seconded by Deputy Mayor
 Armstrong

Whereas most municipalities in Ontario have a native land acknowledgement in their opening ceremony; and

Whereas a clear reference to the rights of Indigenous people is the aim of advancing Truth and Reconciliation; and

Whereas Call to Action 94 of the Truth and Reconciliation Commission of Canada called upon the Government of Canada to replace the wording of the Oath of Citizenship to include the recognition of the laws of Canada including Treaties with Indigenous Peoples; and

Whereas on June 21, 2021 an Act to amend The Citizenship Act received royal assent to include clear reference to the rights of Indigenous peoples aimed at advancing the Truth and Reconciliation Commission's Calls to Action within the broader reconciliation framework; and

Whereas the Truth and Reconciliation Commission of Canada outlines specific calls to action for municipal governments in Canada to act on, including education and collaboration;

Therefore be it resolved that Council request to the Minister of Municipal Affairs and Housing that the following changes be made to the municipal oath of office: I will be faithful and bear true allegiance to His Majesty King Charles III and that I will faithfully observe the laws of Canada including the Constitution, which recognizes and affirms the Aboriginal and treaty rights of First Nations, Inuit and Metis peoples; and further

That this resolution be forwarded to the Association of Municipalities of Ontario (AMO), all Ontario municipalities, MPP Dave Smith, MP Michelle Ferreri, Premier Doug Ford and Curve Lake First Nation.

Carried.

Sincerely,

Mayor and Council of the Municipality of Trent Lakes

Cc: All Ontario municipalities

Time for Trailer Parks and Campgrounds to pay their fair share

Last summer I identified that the 3 locally owned private trailer parks/resorts/campgrounds pay Municipal and County taxes at the residential rate (same as any residential property owner) on their MPAC assessed value. This means whether the campground is full or empty they pay the same taxes. The MPAC assessment is done on the value of the property and any buildings (cabins and permanent structures) on the property that have been assessed under the Assessment Act. Trailers unless permanently grounded are not assessed and no property tax is paid on them. Waterfront property raises the assessed value considerably (\$500 to \$1000 per foot of waterfront).

Between the 3 private campgrounds there are approximately 122 acres of property and thousands of feet of prime waterfront. Based on MPAC assessments for 2022 the total assessment for these campgrounds was approximately 2.2 Million dollars. By my calculations the property taxes paid on these properties totalled approximately \$20,000.

As a comparator there are a number of private residences on waterfront in HCM that are assessed at around \$500,000, again by my calculations they would pay approximately \$4,000 in property taxes. To be noted their waterfront is a few hundred feet.

The residents of these trailer parks/campgrounds/resorts pay a considerable amount (\$4,000 to \$6,000) for those who have seasonal sites, otherwise it is ~\$40 to ~\$150 a night for a site depending on whether you have your own trailer or rent one. It costs roughly \$45 to camp outside in a tent at these sites.

There are approximately 200 trailer sites, 21 cabins and 7 rental trailers between these 3 private campgrounds.

If there are 2 people per trailer site that means potentially 400 extra people (not including guests in the cabins and rental units) in HCM using our roads, municipal docks, garbage and recycling facilities, not to mention using the trails and rental recreational items from the municipality. The latest StatsCan census shows a population of 267 for HCM. We potentially have more seasonal trailer dwellers than residents.

These 400+ people **through no fault of their own** pay nothing to the municipality for these privileges. This means that we as taxpayers are subsidizing their stays and paying for their opportunities to play, relax and enjoy.

From the Municipal Act (2021):

Trailers

164 (1) Without limiting sections 9, 10 and 11, a local municipality may prohibit or licence trailers located in the municipality. 2006, c. 32, Sched. A, s. 82.

Restriction

(2) If a municipality licenses trailers in the municipality, no licence fee shall be charged in respect of a trailer assessed under the *Assessment Act*. 2006, c. 32, Sched. A, s. 82.

Restriction, trailer camps

(3) If a municipality licenses trailer camps under a business licensing by-law and imposes a licence fee for each lot in the trailer camp to be occupied by one trailer, no licence fee shall be charged in respect of

a lot that is to be made available only for a trailer that is assessed under the *Assessment Act*. 2006, c. 32, Sched. A, s. 82.

Definitions

(4) In this section,

“trailer” means any vehicle constructed to be attached and propelled by a motor vehicle and that is capable of being used by persons for living, sleeping or eating, even if the vehicle is jacked-up or its running gear is removed; (“roulotte”)

“trailer camp” means any land on which a trailer is kept. (“parc à roulettes”) 2006, c. 32, Sched. A, s. 82.

Section Amendments with date in force (d/m/y)

2006, c. 32, Sched. A, s. 82 - 01/01/2007

The ask:

1. I am suggesting that Council consider implementing a \$200.00 annual trailer licence fee for each of the ~200 sites on the 3 private campgrounds in time for the 2023 season. It is about time the Municipality collects a user fee from those who enjoy our Natural Playground.
2. I am suggesting that Council consider immediately doubling the \$1 per bag fee for garbage from the trailer sites and initiate a review of the cost of operating the Municipal Dumpsite and whether further increases for those who do not contribute to the Municipal Tax Base is warranted. The trailer parks in all likelihood dispose of more garbage on a seasonal basis than the total resident population and will shorten the lifespan of our Municipal Waste sites at twice the rate. Everyone knows how difficult it is to expand current sites or create new ones.

From the Merriam Websters Collegiate Dictionary 10th edition:

Freeload: *to impose upon another's generosity or hospitality without sharing in the cost or responsibility involved (sponge)*

Ernie Villeneuve Jr.

Erniev.ev@gmail.com

United Townships of Head, Clara & Maria Council

Request for Decision

Type of Decision									
Meeting Date	Thursday, March 16, 2023				Report Date	Thursday, March 23, 2023			
Decision Required	X	Yes		No	Priority	X	High		Low
Direction	X	Information Only			Type of Meeting	X	Open		Closed
Report #23/03/23/1201- Rogers Communications Tower									

Subject: Letter of Concurrence for Rogers Communication Tower

Recommendation: That Council pass Resolution No.: 23/03/23/007 directing staff to issue the enclosed letter of concurrence to Rogers.

Resolution:

Resolution No.: 23/03/23/007

Moved by Councillor _____ and seconded by Councillor _____

WHEREAS Council has received a summary of the municipal and public consultation process concerning a proposed wireless communication site to be located at 93 Bissett Creek Road in Bissett Creek, ON;

AND WHEREAS Rogers Communications Inc. requests that their proposal be considered complete and that The United Townships of Head, Clara and Maria move forward with the assessment of the process Rogers has undertaken to date;

AND WHEREAS Rogers also requests that municipality issue a formal Letter of Concurrence to Rogers with a copy to ISED in order to permit Rogers to move forward with the installation of the proposed wireless communication site;

THEREFORE BE IT RESOLVED THAT Council of the United Townships of Head, Clara and Maria does hereby provide confirmation that the proposal provided by Rogers Communication is considered complete and that the municipality will move forward with the assessment of the process that Rogers has undertaken to date;

AND FUTHER THAT Staff be directed to issue a formal Letter of Concurrence to Rogers with a copy to ISED in order to permit Rogers to move forward with the installation of the proposed wireless communication site.

Background/Executive Summary:

Rogers Communications has submitted a proposal to Council concerning the installation of a 91.5m guyed communication tower and (1) walk-in equipment cabinet located within an enclosed compound at 93 Bissett Creek Road.

On August 8, 2022, Council passed Resolution No.: 22/08/20/008 directing Staff to enter into an agreement with Rogers to install the proposed communications tower.

Public notification and consultation are required for communication towers, for which comments were accepted by the Municipality and Rogers Communications until March 10th, 2023.

From the enclosed Consultation Summary Report from Rogers Communications:

Rogers feels that the proposed site is well located to provide improved wireless voice and data services in the targeted area. The proposed site is also situated and designed so as to have minimal impact on surrounding land uses.

Rogers has now fulfilled all the requirements under ISED's Default Protocol as they pertain to the proposed new telecommunications site at 93 Bissett Creek Road. In order to conclude this land-use consultation and meet ISED's requirements, Rogers Communications Inc. respectfully requests that our proposal be considered complete and that the United Townships of Head, Clara & Maria move

forward with the assessment of the process Rogers has undertaken to date. Rogers also requests that the United Townships of Head, Clara & Maria issue a formal Letter of Concurrence to Rogers with a copy to ISED in order to permit Rogers to move forward with the installation of the proposed wireless communication site.

Enclosures:

Letter of Concurrence
Consultation Summary Report

Others Consulted:

Eric Belchamber, Wireless Site Specialist on contract to Rogers Communications

Approved and Recommended by the Clerk

Crystal Fischer,
Clerk-Treasurer



THE CORPORATION OF THE UNITED TOWNSHIPS OF
HEAD, CLARA & MARIA

15 Township Hall Road
STONECLIFFE, ONTARIO K0J 2K0

Phone: (613) 586-2526 | Fax: (613) 586-2596 | E-mail: crystal@headclaramaria.ca

March 23, 2023

Eric Belchamber
Wireless Site Specialist
Eric Belchamber & Associates
337 Autumnfield St.
Kanata, ON K2M 0J6

**Re: Letter of Concurrence for Proposed Wireless Communication Site: C8501 - Trans
Canada Hwy. @ Bissett Creek Rd.**

Dear Mr. Belchamber,

Please be advised that the Corporation of the United Townships of Head, Clara and Maria concurs with the installation of a wireless communications site at 93 Bissett Creek Road in Bissett Creek, ON and that your proposal is considered complete. Please see enclosed Resolution of Council.

Sincerely and on behalf of Council,

Crystal Fischer
Municipal Clerk

cc: Innovation, Science and Economic Development Canada

March 16th, 2023

The United Townships of Head, Clara & Maria
15 Township Hall Road
Stonecliffe, Ontario, Canada
K0J 2K0
Tel. (613) 586-2526

Attention: Crystal Fischer, Clerk/Treasurer

Dear Crystal Fischer,

Re: Proposed Wireless Communication Site: C8501 - Trans Canada Hwy. @ Bissett Creek Rd.

On behalf of Rogers Communication Inc. ("Rogers"), I would like to submit for your review and consideration a summary of the municipal and public consultation process for the purpose of issuing a statement of concurrence concerning a proposed wireless communication site to be located at **93 Bissett Creek Rd., Head, Clara & Maria.**

Project Description & Proposed Location

Rogers is constantly improving and expanding its infrastructure to meet the ever-growing demand for high-quality reliable wireless voice and data services. The proposed site is needed to improve our wireless voice and data services within the growing community.

The proposed wireless communication installation consists of a 91.5m guyed communication tower and (1) walk-in equipment cabinet located within an enclosed compound approximately 300m south of Highway 17.

Municipal & Public Consultation Process

Rogers is regulated and licensed by Innovation, Science and Economic Development Canada (ISED, formerly Industry Canada) to provide inter-provincial wireless voice and data services. As a federal undertaking, Rogers is required by ISED to consult with land-use authorities in siting tower locations. The consultation process established under ISED's authority is intended to allow the local land-use authorities the opportunity to address land-use concerns while respecting the federal government's exclusive jurisdiction in the siting and operation of wireless and data systems.

The provisions of the Ontario Planning Act and other municipal by-laws and regulations do not apply to federal undertakings. Rogers is, however, required to follow established and documented wireless protocols or processes set forth by land-use authorities.

Rogers submitted an Application for an Antenna System to the the United Townships of Head, Clara & Maria via email on February 2nd, 2023 for a wireless communications installation to be located at 93 Bissett Creek Road.

The United Townships of Head, Clara & Maria has not developed a protocol relevant for establishing telecommunication facilities in the Townships and as a result, Rogers is following Innovation, Science and Economic Development (ISED) Canada's CPC-2-0-03 Default Protocol as it pertains to the public notification and consultation required for communication towers.

Rogers provided the attached Public Notification Package to the two property owners within the required 344.5m radius of the proposed installation. The notice was issued by regular mail on February 3rd, 2023. The notice described the proposal and invited comments by mail, electronic mail, or phone before 5:00pm on March 10th, 2023.

A newspaper ad was also published in the February 8th, 2023 edition of the North Renfrew Times notifying the public of the proposal and inviting residents to provide comments within 30 days of the notice.

One member of the public communicated with Rogers and had two questions about the proposed cell tower. The first question pertained to the Impact Assessment Act (IAA) and sought confirmation by Rogers that the proposed radio antenna system does not qualify as a Designated Project. As the proposed tower is not incidental to a physical activity or project designated under the IAA and is not located on federal lands, the proposed cell tower is not a Designated Project under the IAA. The second question sought confirmation that Rogers or the chosen construction contractor would obtain a building permit from HCM prior to the start of construction. A building permit is not required as antenna systems are under Federal jurisdiction and subject to licensing by Innovation, Science and Economic Development Canada. The communication with the member of the public is attached.

The proposed tower location is in the Ministry of Transportation of Ontario's (MTO) permit control area and Rogers submitted a building and land use permit application on February 14th, 2023. As of submission of this consultation summary, Rogers has yet to receive communication from the MTO about this proposal. Rogers does not foresee any issues with the proposed location and expects to pay the MTO the required permit fee in due course.

Status: Permit Application under review

Number: 2023-0000782

Date received: Feb 14, 2023

Type of permit: Buildings, Structures and Land Use (Commercial Building/Land Use)

Public Service Commitment Category
Telecommunication Plant

Completed service delivery milestones

Service delivery milestone	Start Date	Target Date	Date Completed	Status
Acknowledge Receipt of Complete Application	Feb 14, 2023	Mar 8, 2023		
Communicate Design		Apr 5, 2023		

Your application has been assigned to the following staff member:

Date assigned: Feb 14, 2023

Robert Cole
Highway Corridor Management Section - Ottawa Office
347 Preston St, 4th Floor Ottawa, ON K1S 3J4
Phone:
E-mail: Robert.Cole@ontario.ca

Rogers has now fulfilled all circulation requirements under ISED's Default Protocol as they pertain to the proposed new communication site to be located at 93 Bissett Creek Road.

Rogers has followed all the necessary steps in accordance with the Default Protocol's guidelines by:

- consulting with the municipality;
- advising the public of our proposal;
- addressing all reasonable and relevant concerns pertaining to our proposal; and
- keeping and producing all associated communications to Industry Canada and the municipality.

Conclusion

Rogers takes concerns or suggestions expressed by the public as important elements to our proposal. As a result of the consultation process, no comments were submitted to Rogers by the public.

Rogers feels that the proposed site is well located to provide improved wireless voice and data services in the targeted area. The proposed site is also situated and designed so as to have minimal impact on surrounding land uses.

Request for Concurrence

Rogers has now fulfilled all the requirements under ISED's Default Protocol as they pertain to the proposed new telecommunications site at 93 Bissett Creek Road.

In order to conclude this land-use consultation and meet ISED's requirements, Rogers Communications Inc. respectfully requests that our proposal be considered complete and that the The United Townships of Head, Clara & Maria move forward with the assessment of the process Rogers has undertaken to date.

Rogers also requests that the The United Townships of Head, Clara & Maria issue a formal Letter of Concurrence to Rogers with a copy to ISED in order to permit Rogers to move forward with the installation of the proposed wireless communication site.

Yours Truly,

Eric Belchamber, Site Acquisition Specialist
On behalf of Rogers Communications Inc., Network Implementation
(613) 220-5970

United Townships of Head, Clara & Maria Council
Request for Decision

Type of Decision									
Meeting Date	Thursday, March 23, 2023				Report Date	Tuesday, March 7, 2023			
Decision Required	X	Yes		No	Priority	X	High		Low
Direction	X	Information Only			Type of Meeting	X	Open		Closed
Report #23/03/23/1301- Winter Maintenance and Grading Contract Tenders									

Subject: Winter Maintenance and Grading Contract Tenders

Recommendation:

That Council review and finalize the tender documents before advertising.

Resolution:

Resolution No.: 23/02/23/003

Moved by Councillor _____ and seconded by Councillor _____

WHEREAS Council received Report #23/03/23/1301 regarding Winter Maintenance and Grading Contract Tender and have had an opportunity to provide revisions to the documents;

THEREFORE BE IT RESOLVED THAT that Council of the United Townships of Head, Clara and Maria does hereby direct staff to advertise the Tender and Contract Documents for Winter Maintenance and Grading.

Background/Executive Summary:

The grading contract was valid from May 2020 until September 2022 and therefore has expired for this season. The winter maintenance contract is effect until April 1, 2023 after which time will expire, as the contract was valid from November 15, 2019 until April 1, 2022 with a one-year extension approved by Council on September 12, 2022.

The Winter Maintenance Tender and Contract Documents propose that the agreement be valid from November 15, 2023 until April 1, 2026 with an option in favour of the municipality to extend the agreement on the same terms and conditions (subject to possible fee adjustment) for an additional term of up to two years.

The Grading Tender and Contract Documents propose that the agreement be valid from May 2023 to September 2025 with an option in favour of the municipality to extend the agreement on the same terms and conditions (subject to possible fee adjustment) for an additional term of up to two years. The rest of the terms and conditions remained unchanged from the previous contracts.

Financial Considerations/Budget Impact:

Financial Considerations will depend on the results of the tender submissions.

Others Consulted:

Jesse Gagnon, Public Works Leader

Enclosures:

Grading Tender and Contract Documents
 Winter Maintenance Tender and Contract Documents

Approved and Recommended by the Clerk
Crystal Fischer, Clerk-Treasurer

Head, Clara & Maria Plowing Contract Tender Documents 2023

Tender Documents and Contract

3/23/2023

United Townships of Head, Clara & Maria
Crystal Fischer, Municipal Clerk-Treasurer



WINTER ROAD MAINTENANCE REQUEST FOR TENDER DOCUMENTS

2023-2024, 2024-2025, 2025-2026 Winter Seasons

November 15 to April 1, Annually

With an option in favour of the Municipality to extend the Agreement on the same terms and conditions (subject to possible fee adjustment) for an additional term of up to 2 years.

Sealed tenders will be received at: **United Townships of Head, Clara and Maria**
15 Township Hall Road
Stonecliffe, Ontario, K0J 2K0

Tender closing Date: 12:00 p.m. Wednesday April 12, 2023

Once signed, this document becomes the official tender and once accepted by Council, becomes part of the Agreement.

The lowest or any tender will not necessarily be accepted. As per the Municipal Procurement By-law, other factors are to be considered besides cost including but not limited to experience, references and quality of equipment.

Name of firm or individual (hereafter referred to as the "Contractor")

Address

Name of person with signing authority (printed and signed)

Office of person signing for firm

Phone number

Fax number

Other

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TENDER DOCUMENT INSTRUCTIONS

1.0 INTERPRETATION

- 1.1 "Non-qualified Agreement" means an Agreement which is not tendered in accordance with the Township's qualification procedures.
- 1.2 "Tender documents" include all pages of this tender package and its schedules.
- 1.3 "Township" or "Municipality" means the municipality of the Corporation of the United Townships of Head, Clara & Maria.
- 1.4 "Bidder" means the applicant completing this tender for consideration by the Municipality.

2.0 REQUIREMENTS AT TIME OF TENDER CLOSING

- 2.1 The tender documents must be received by the Municipality by 12:00 p.m. on the closing date, Wednesday, April 12, 2023.
- 2.2 All entries in the tender shall be clear, legible, and made in ink. All items shall be addressed according to instructions in the tender and agreement documents, with entries made for all pricing as appropriate.
- 2.3 Tenders which are incomplete, conditional, illegible, and obscure or have reservations, erasures, alterations, additions or irregularities of any kind may be rejected.
- 2.4 The tender form must be signed, where indicated, by an authorized official of the Company or the Contractor, if a sole proprietorship, and delivered to the office in a sealed envelope clearly marked as to contents.
- 2.5 Limited liability companies should affix their corporate seal, over the signature or signatures of authorized signing officer or officers.
- 2.6 Fax and email tender submissions will be rejected.
- 2.7 **Any proprietary or confidential information should be clearly identified as such and the desired treatment specified.**

3.0 ALTERATIONS OR WITHDRAWAL OF TENDERS

- 3.1 A tender may be altered by submitting another tender at any time up to the specified time and date for tender closing. The last tender received shall supersede and invalidate all tenders previously submitted by the applicant for that Agreement.
- 3.2 The applicant may withdraw the tender at any time up to the specified time and date for tender closing by submitting a letter bearing the bidder's signature to the Clerk. Facsimile transmissions, emails or telephone calls will not be accepted. Withdrawal requests received after the tender closing time will not be accepted.
- 3.3 Bidders are to refer to the standard terms and conditions herein. Your tender and any resultant purchase will be based on these terms and conditions unless otherwise agreed to in writing.

4.0 UNBALANCED TENDERS AND DISCREPANCIES

- 4.1 Where obvious omissions or errors have occurred, municipal staff will correct mathematical discrepancies by appropriate means to arrive at an accurate total tender price.
- 4.2 Applicants whose bids have been rejected by the Municipality will normally be notified via telephone within ten (10) business days.

5.0 ACCEPTANCE OR REJECTION OF TENDERS

- 5.1 The Municipality reserves the right to reject any or all tenders and to waive formalities as the interest of the Municipality may require without explanation, therefore, the lowest or any tender may not necessarily be accepted. Such circumstances may include, but are not limited to, the quote on all tenders received, being in excess of the anticipated Municipal budget.
- 5.2 The Municipality reserves the right to reject any tenders from any bidder, who in the Municipality's reasonable opinion, is deemed incapable of providing the necessary labour, material, equipment, financing and management of resources to perform the work in a satisfactory manner.
- 5.3 The Municipality is not liable for any costs, expenses, losses or damages incurred, sustained or suffered by any applicant prior, or subsequent to, or by reason of the acceptance or non-acceptance by the Municipality of any tender, or by reason of any delay in the acceptance of a tender, except as provided in the tender documents.

5.4 The tender shall be irrevocable for a period of thirty (30) business days following the date of tender closing.

6.0 AGREEMENT AWARD PROCEDURES

6.1 Providing all contract requirements are complied with, the Municipality will assess each tender received, compare it to the other tenders received using the assessment guide listed as Appendix "D" to this document and will award a successful tender.

6.2 The Municipality will notify the successful bidder that the bid has been accepted within fourteen (14) business days of the tender closing.

6.3 Notice of acceptance of tender will be by phone and mail.

7.0 REQUIREMENTS AT TIME OF EXECUTION

7.1 The successful bidder is required to submit the following documentation, at his or her own expense, in a form satisfactory to the Municipality, for execution within ten (10) working days after being notified to do so in writing.

7.1.1 Insurance Documents (Valid Certificate of Insurance)

7.1.2 Proof of Ownership of Vehicle (Copy of Vehicle Registration)

7.1.3 Letter of Good Standing with the Workplace Safety and Insurance Board (WSIB).

7.1.4 A declaration that all assessments or compensations payable to the appropriate authorities (employee remittances etc. as per Article 4.7) have been made.

7.1.5 A copy of a Level 1 (or higher) Commercial Vehicle Operator's Registration (CVOR) abstract.

7.2 Following receipt of the properly executed Certificate of Liability Insurance, and all other documents as requested, the Contractor will receive verbal authorization from authorized Municipal personnel (normally the Clerk or Public Works Leader) to proceed with the work.

THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA



WINTER ROAD MAINTENANCE CONTRACT 2023/2024 – 2024/2025 – 2025/2026

By this Agreement, _____ (the "Contractor")

and

The Corporation of the United Townships of Head, Clara & Maria (the "Municipality")
hereby agree as follows:

1.0 DEFINITIONS

- 1.1. "Township" or "Municipality" or "Corporation" means the municipality of the Corporation of the United Townships of Head, Clara & Maria.
- 1.2. "Contractor" or "applicant" or "bidder" refers to the tender applicant and once the contract is awarded the owner/operator.
- 1.3. "Plowing" involves the clearing of snow through the use of a plow or blade attached to a vehicle. Plow has a corresponding meaning.
- 1.4. "Public Works Leader" means the employee of the United Townships of Head, Clara & Maria responsible for the maintenance of the municipal roads.

2.0 GENERAL CONDITIONS

- 2.1. The Contractor shall perform the work and services described in this Agreement and Schedules "A" and "B" to this Agreement, on the roads within the Municipality known as the United Townships of Head, Clara and Maria for the period commencing the 15th day of November, 2023 and ending the 1st day of April 2026 and further defined in Section 10.

- 2.1.1. Schedules "A", "B" and "C" and "D" are to be read into and form part of this Agreement.
- 2.2. The Contractor is to provide an operator and equipment to perform duties normally associated with winter road maintenance within the United Townships of Head, Clara & Maria.
- 2.3. Winter road maintenance duties will normally include: the spreading of salt, sand (or a combination of the two) and the plowing of snow and/or slush from municipal roads, as weather conditions dictate and as directed by the Municipal Public Works Leader.
- 2.4. Duties will further include regularly using the plow equipment to wing back snow banks along municipal roads.
- 2.5. Normal duties will exclude the hiring of specialized equipment to remove snow from snow plow turn-arounds, driveways and road intersections. The hiring of specialized equipment to perform these activities will remain the responsibility of the Municipality.
- 2.6. The Contractor is to arrange for availability and delivery of all sand/salt used on municipal roads.
 - 2.6.1. The Municipality is responsible for the cost of sand and/or road salt.
 - 2.6.2. Sand and/or salt shall be provided by the Contractor at a cost equal to or lower than that which may be obtained by municipal sources (normally MTO Contractor rates).
 - 2.6.3. A municipal "Sand Purchase" form (F804/ROADS/Sand Purchases/2004-Sept. and its successors) will be required to be completed in full every time sand is purchased for municipal purposes under this Agreement, no matter what the source.
 - 2.6.4. The form shall be completed by the operator/driver and submitted to the municipal office. Failure to provide completed forms may result in non-payment for material.
 - 2.6.5. The Contractor shall supply complete invoices indicating date, time, volume of material (in tonnes) and price per tonne to the municipal office, in addition to the driver completed Sand Purchase Form, before compensation for the material is made.
 - 2.6.6. Completed Sand Purchase Forms should be submitted to the Municipal office weekly. Contractor invoices should be submitted to

the municipal office at least monthly.

- 2.6.7. The contract submission for 2023 shall include an estimated cost per tonne of material.
- 2.7. This Agreement shall be binding on the Contractor's heirs, executors, administrators, and assigns, and cannot be assigned without the written consent of the Municipality.
- 2.8. All owners and operators must abide by all applicable Federal, Provincial and Municipal Acts or By-Laws, their regulations or amendments while carrying out their operations, whether these laws were in force at time of signing or not.
- 2.9. The Contractor shall ensure that all applicable licenses and permits required for the operation of the listed vehicle(s) are obtained and kept up to date and prove to the satisfaction of the Municipality from time to time as the Municipality may require, evidence that all licenses or permits have been acquired and are in full force and effect. Cost of said licenses and permits are the sole responsibility of the Contractor.
- 2.9.1. The Contractor must retain a valid Commercial Vehicle Operator's Registration (CVOR). Failure of the Contractor to retain, or provide to the Municipality, an acceptable/valid CVOR Abstract as requested, will result in non-award or cancellation of the Agreement.
- 2.9.2. An "acceptable/valid" CVOR Abstract will mean one with a Safety Rating While Operating in Ontario above "Unsatisfactory" with no suspensions or cancellations under the Performance Data Section. A rating of "Unsatisfactory", cancellation of CVOR or suspension of CVOR may result in non-award or cancellation of this Agreement.
- 2.10. This document constitutes the whole of the Agreement between the Parties and supersedes all prior negotiations, representations or agreements. No act or failure to act shall constitute a waiver of any right or duty under this Agreement nor constitute an approval of or acquiescence in any breach of this Agreement, unless expressly agreed to in writing by the Parties.
- 2.11. The Contractor is responsible for ensuring that all complaints under this Agreement are addressed promptly and the situation rectified to the satisfaction of the Municipality.
- 2.12. Any additional private contracting the Contractor chooses to take on must not conflict with or interfere with the work undertaken in this Agreement.

3.0 EQUIPMENT & INSPECTIONS

- 3.1. The equipment shall be of an outward appearance acceptable to the Municipality and be of sufficient mechanical and physical condition to carry out all operations as specified in this Agreement. Equipment must be of a condition that is equal to or exceeds the Municipality's minimum requirements and all MTO requirements as specified in this Agreement or any provincial legislation.
- 3.2. The specified vehicle, plow and sanding equipment shall be equipped with all safety and operational devices and accessories and shall comply with all weight and other specifications, permits and licenses as required under the *Highway Traffic Act, R.S.O. 1990* and its regulations and amendments and any other applicable legislation.
- 3.3. Proof of annual safety inspections conducted by authorized MTO inspectors, in the form of a copy of the inspection certificate, must be provided to the Municipal Clerk by November 5th of each year of the Agreement. The vehicle must display a vehicle inspection sticker indicating that it has passed the annual commercial vehicle inspection.
- 3.4. Following proof of an MTO inspection being received by the Municipality, all vehicles and equipment shall be available for use under this Agreement for the duration of the winter maintenance season (term). The vehicle and all plow/sanding equipment is to be kept in good operating condition and ready for operation at all times.
- 3.5. After each use, the Contractor's vehicle and equipment shall be maintained and kept in a state of repair and readiness (i.e. fueled) to commence work within one hour's notice.
- 3.6. The Contractor will be responsible to perform, or have performed on the vehicle, all maintenance activities, and supply all maintenance materials and fuels.
- 3.7. The plow equipment must meet or exceed the following standards: a front frame mounted 9 ft. wide (cleared path) one-way snowplow, complete with Tungsten-carbide tipped blade or equivalent and a side-mounted, 12 ft. long snow wing. To ensure safe operation, all plows and wings must be equipped with shoes. A tripping device is required for the front plow and wing. The unit must be equipped with quick-disconnect for the front plow.
- 3.8. Hydraulic pump shall run continuously, and be driven from front of crankshaft by a drive shaft. Belt driven pumps will **NOT** be accepted.

The hydraulic pump must have a minimum flow of 25 Imperial Gallons per Minute with the engine at governed speed. Notwithstanding the above stated minimum, the pump must have sufficient flow to operate the spreader at its maximum discharge rate of 710 kg of sand per kilometer at 64 km/h and to operate the plow equipment.

4.0 EQUIPMENT OPERATOR / CONTRACTOR STAFF

- 4.1. The operator of the plow and spreader shall handle all operational controls efficiently, effectively and safely while maintaining control of the truck and equipment at all times.
- 4.2. The Contractor shall supply fully trained, properly licensed and fully insured operators ready to operate the equipment at all times during the life of the Agreement. Operators will be on stand-by ready to begin work within 1 hour notice as directed by the Municipal Public Works Leader or designate during the term of the Agreement.
- 4.3. The equipment and operator(s) shall be available twenty-four (24) hours per day, seven (7) days per week during the term of this Agreement. The Contractor must have sufficient staff available to operate continuously if necessary, while meeting the requirements of the *Highway Traffic Act* and all regulations regarding hours of work for winter operations. Specifically, it is the responsibility of the Contractor to ensure that sufficient staffing plans are in place to meet all the requirements of the HTA, and Ontario Regulation 555/06 and any amendments or additional regulations that may come into force from time to time.
- 4.4. The Contractor shall submit, in writing, the names, addresses, and contact numbers of all operators (minimum 2) to the Clerk prior to October 1st in each year of the Agreement.
- 4.5. The operator of the Contractor's truck must be accessible by telephone and ready to work within 60 minutes of the call from the Public Works Leader or designate. The Public Works Leader, or designate, may contact the Contractor or the operator/driver directly.
- 4.6. The minimum age of any operator(s) shall be 18 years. Operator(s) must have an acceptable driving record as determined by the following guidelines:
 - 4.6.1. No more than six (6) demerit points on record;
 - 4.6.2. No motor vehicle related convictions or license suspensions under the *Highway Traffic Act* or the *Criminal Code of Canada*, within three years preceding the application or during the life of the Agreement;
 - 4.6.3. No excessive accumulation of non-pointable offenses.

4.7. The parties agree that the Contractor (and/or their employees) is not an employee of the Municipality for the purpose of the *Income Tax Act*, R.S.C. 1985, c.1; the *Canada Pension Plan Act*, R.S.C. 1985, c. C-8; the *Unemployment Insurance Act*, R.S.C. 1985, c.U-1; the *Workplace Safety and Insurance Act* R.S.O. 1997, c.16; the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1; and the *Health Insurance Act*, R.S.O. 1990, c. H.6; all as amended from time to time, and any legislation in substitution thereof.

4.8. The Contractor clearly understands and agrees that he shall be responsible for complying with, and shall pay all dues and assessments payable under, any of the above Acts, in respect of himself, their employees and operations and upon failure to do so, and upon notification, the Corporation may pay such assessment or compensation to the appropriate boards or companies and to deduct or collect such expense from the monies due hereunder.

4.9. The Contractor shall, at the time of entering into any Agreement with the Corporation, make a declaration that all assessments or compensations payable to the appropriate authorities have been paid, and the Corporation may at any time during the performance or upon the completion of such Agreement require a further declaration that such assessments or compensation have been made.

5.0 BASIS OF PAYMENT

5.1. The bid per hour shall apply to the actual working hours for plowing, sanding or plowing and sanding, and as recorded in a driver log and verified by the Municipal Public Works Leader, to the nearest 15 minutes.

5.1.2. This per hour rate shall include payment for rental and maintenance of equipment, operator wages and costs associated with operating a business including but not limited to:

5.1.3. truck/equipment rental and maintenance; operator wages and expenses; fuel, oil and other necessary fluids; maintenance, parts, labour and repairs to vehicle and equipment; all mounting and dismounting of plow and sander; all other preparatory costs; all overhead and operating costs, WSIB, other insurances and government remittances for employees; and for carrying out all other duties as described within this Agreement.

5.2. The bid per hour for stand-by time shall be applied as per the following:

- 5.2.1. "Stand-by time" is defined as any 24 hour period (commencing 00:01h and ending 23:59h) that the equipment is not working for the Municipality or any other party.
- 5.2.2. If the equipment listed in this Agreement is to be used for operations other than those specified in this Agreement, the stand-by for the 24-hour period shall be forfeited.
- 5.2.3. Any fraction of this time period worked will constitute working hours and stand-by shall not be payable for that day.
- 5.3. Stand-by will not be paid if there is no appropriate vehicle and/or operator available for work for a period of over 2 hours in any 24 hour period, or
 - 5.3.1. If the vehicle and operator do not report to work within 1 hour of call-out due to either being unavailable.

6.0 HOURS OF WORK

- 6.1. Hours of work commence upon the plowing/sanding vehicle beginning operation (be it salting, sanding, plowing or winging banks) within the Municipality. Travel to or from the Municipality will not be compensated for under this Agreement.
- 6.2. Meal breaks and coffee breaks will not be considered part of the working hours.
- 6.3. A detailed log is required to be completed by the operator for any period of operation under this Agreement and submitted with each invoice for payment to the Municipal Office.
- 6.4. The log will include the time and location that the operator began and ended service, detailing any and all meal and coffee breaks, downtime and/or loading time.
- 6.5. Failure to produce a detailed log with submitted invoices may result in non-payment of invoice until the log is produced.
- 6.6. For the purposes of this Agreement, the Municipal Public Works Leader will be responsible for determining snow fall accumulation, confirming weather conditions within the Municipality and calling out the operator.

7.0 TERMINATION OF AGREEMENT

- 7.1. If the Contractor is found to be in default in the performance of any of the obligations contained in this Agreement, the Municipality has the right to demand compliance with the Agreement. If the Contractor continues to be in default, the Municipality shall be entitled to withhold payment and/or terminate the Agreement within sixty (60) days of prior written notice.
- 7.2. The Municipality shall be entitled to terminate this Agreement on seven (7) days prior written notice upon the occurrence of any of the following events:
- 7.2.1. The Contractor makes an assignment in bankruptcy, files a proposal in bankruptcy, or is adjudged to be bankrupt, shall commit an act of bankruptcy or otherwise acknowledge its insolvency;
- 7.2.2. A receiver or receiver and manager shall be appointed of any or all of the Contractor's assets; or
- 7.2.3. Should the Contractor abandon this Agreement.
- 7.3. If, at any time, during the continuance of the work, in the opinion of the Municipality, the work is not being carried out in accordance with the specifications and conditions contained in the Agreement, or in the opinion of the Municipality, there are substantial ratepayer complaints with respect to the work, or in the opinion of the Municipality the work is not being carried out in a good and workmanlike manner, the Municipality shall have the right to terminate the Agreement forthwith.
- 7.4. In the event of the termination of the Agreement, the Contractor shall cease operations and not be entitled to receive any further compensation from the Municipality under this Agreement.
- 7.5. If this Agreement is so terminated, the Municipality reserves the right to declare the Contractor ineligible to bid on any Municipal contract for a 24 (twenty four) month period commencing January 1 of the year following the year of termination.

8.0 ASSIGNMENT OF DUTIES

- 8.1. The equipment, as listed in the Vehicle Specification Form, Schedule "B" which forms part of this Agreement, shall not be substituted except with prior authorization from the Public Works Leader (or other authorized municipal personnel).

8.2. The parties hereto agree that the work to be performed under the Agreement, or any part thereof, or any monies or orders payable under this Agreement shall not be assigned or sublet by the Contractor without the written approval of the Municipality. It is further agreed that in the event the said written authority is given, it shall not operate under any circumstances to relieve the Contractor of their liabilities and obligations under this Agreement.

9.0 LIQUIDATED DAMAGES

9.1. Delay or failure of the equipment or operators to be ready or to continue with the winter operation assigned will result in the Contractor being required to pay to the Municipality liquidated damages in the following amounts. \$100.00/hour for failing to report within 1 hour after notification (call-out) has been made by the Public Works Leader (or other authorized Municipal personnel) and then \$100.00/hour for each additional hour or fraction thereof. This charge will continue until the Contractor's equipment and operators commence work under this Agreement.

9.2. Except as noted above, the plowing unit may be out of service for a period, not to exceed 8 hours, for repairs or routine maintenance providing that the Municipality has given prior approval. Routine maintenance shall be scheduled during a period when conditions allow and weather has been forecasted to be favourable.

9.2.1. Back-up equipment shall be available should operation be required during this period of maintenance. Prior approval for the unavailability of equipment must come from the Public Works Leader.

9.3. Should the equipment be mechanically unavailable for service, and the Contractor not have appropriate available back-up, the Contractor will notify the Public Works Leader of the nature of the situation and the estimated down time. This shall be done immediately upon becoming aware of any problem.

9.4. In the case of a call-out during the foregoing situation, the Contractor shall provide an approved back-up piece of equipment to fulfill the terms of the Agreement. This equipment must be of a condition and quality that is mechanically and operationally equal or superior to the equipment normally used under and specified in this Agreement.

9.5. A description of available back-up equipment and plans shall be detailed in Schedule "B" to this by-law.

9.6. Should equipment not be available the Municipality reserves the

right to proceed to procure alternate equipment and operators as necessary to complete the work. Any costs of this procurement will be the responsibility of the Contractor providing that the Municipality did its best to obtain equipment and operator at the lowest price possible while still meeting all safety and quality terms and conditions.

9.7. Should the Municipality procure alternate machinery and operator, the Municipality shall notify the Contractor as soon as possible of its intent and actions. The substitute Contractor will be hired for a length of time that will allow them to clear all Municipal roads as outlined in this Agreement during that specific winter event.

9.8. The regular Contractor will not be eligible for compensation for stand-by during this period of time.

10.0 TERM & PAYMENT

10.1. The term of this Agreement shall be for the 3 year period from 2023 to and including 2026. Each winter season will run from November 15 to April 1, inclusively. The contract shall commence on the 15th day of November 2023 and conclude on the 1st day of April 2026, subject to possible extension as per article 10.19 below.

10.2. This Agreement contains an option in favour of the Municipality to extend the Agreement on the same terms and conditions (subject to possible fee adjustment) for an additional term of up to 2 years. Negotiations to occur in the spring of 2026.

10.3. The Contractor shall be paid the hourly wage as stated below, (plus GST) for the actual working hours, as defined in Section 6.0, as verified by the Public Works Leader:

- November 15, 2023 - April 1, 2026 \$ _____ / HOUR

10.4. The Contractor shall be paid the daily rate as stated below, (plus GST) for stand-by time as defined in article 5.

- November 15, 2023 - April 1, 2026 \$ _____ / DAY

10.5. The Contractor shall be paid the price per tonne for sand and/or salt delivered to the Municipality rate as stated below, (plus HST).

- November 15, 2023 - April 1, 2026 \$ _____ / TONNE

10.6. If GST is to be collected, all billings will include price plus GST and all invoices will include a "GST Registration Number".

- 10.7. Failure to provide a GST registration number on all invoices will result in the GST not being paid by the Municipality.

11.0 INSURANCE

- 11.1. In carrying out the work as described herein, the Contractor must be careful not to cause injury or damage to any property, public or private, and he must make good the same, at their own expense, in the manner directed by and to the satisfaction of the Municipality.
- 11.2. The Contractor will be responsible for and shall restore at its expense all damage to the property of the Municipality caused by the Contractor in the performance of the work which damage was not reasonably foreseeable as a consequence of the Contractor's performance of this Agreement.
- 11.3. The Municipality acknowledges that some damage to the property of the Municipality is reasonably foreseeable as a consequence of the Contractor's performance of this Agreement. Such reasonably foreseeable damage includes, but is not limited to, damage to sod, grass and planting materials due to the clearing of snow and ice.
- 11.4. This minimal damage will be repaired by Municipal staff during spring clean-up.

11.4.1. COMMERCIAL GENERAL LIABILITY

- 11.4.1.1. The Contractor shall, at their expense, obtain and keep in force during the term of this Agreement, *Commercial General Liability Insurance* satisfactory to the Corporation, and including the following:
- 11.4.1.2. a limit of liability of not less than \$2,000,000.00 per occurrence for bodily injury, death and property damage;
- 11.4.1.3. the Corporation shall be named as an additional insured;
- 11.4.1.4. the policy shall contain a provision for cross liability in respect of the named insureds;
- 11.4.1.5. non-owned automobile coverage with a limit of at least \$2,000,000.00 including contractual non-owned coverage;
- 11.4.1.6. products and completed operations coverage (Broad Form);
- 11.4.1.7. that 30 days prior notice of an alteration, cancellation or material change in policy terms which reduces coverage shall be given in writing to the Corporation;
- 11.4.1.8. owner's and Contractor's protective coverage;

11.5. AUTOMOBILE

11.5.1. The Contractor shall obtain and keep in force for the duration of this Agreement, automobile insurance under a standard Automobile Policy with limits not less than \$2,000,000.00 in respect of each owned or leased licensed vehicle.

11.6. PROOF OF INSURANCE

11.6.1. The Contractor shall provide, together with its executed Agreement, a certificate(s) of insurance of certified copy (ies) of the above-referred to policies, satisfactory to the Corporation, together with proof of renewal at least ten (10) days prior to expiry. Provided that if a certificate is provided, all requirements as above set forth must be shown on the said certificate and notwithstanding the provision of any certificate, the Corporation may require that the Contractor provide a certified copy of the policy, if required.

12.0 INDEMNIFICATION

12.1. The Contractor agrees to indemnify and to save harmless the Municipality, its officers, employees and agents from and against all costs, claims, demands, suits, actions and judgments made, brought or recovered against the Municipality, its officers, employees and agents resulting from any negligent act or omission by the Contractor in connection with the provisions of services pursuant to this Agreement.

12.2. The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents caused by him/her or their employees, or resulting from the execution of the works, or any of their operations, or caused by reason of the existence or location or condition of the works or of any materials, equipment or machinery used thereon or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on their part, or on the part of any of their employees, to do or perform any or all of the several acts or things required to be done by him/her under and by these conditions or covenants, and agrees to hold the Municipality harmless and indemnified for all such damages;

12.3. And, in case of the Contractor's failure, neglect or omission to observe and perform faithfully and strictly all of the provisions of this Agreement, the Municipality may, either with or without notice, take such steps, procure such material, plant, trucks and men, and do such work or

things as they may deem advisable towards carrying out and enforcing same, and any and all expenses so incurred may be deducted from the monies due hereunder, and any such action by the Corporation as it is herein empowered to take, shall not in any way relieve the Contractor of their surety from any liability under the Agreement.

12.4. The Contractor is responsible for full payment to applicable authorities of all fines, charges or tickets under the *Highway Traffic Act*, or any other act or regulation while operating under this Agreement and shall not expect reimbursement or compensation for same, of any type by the Municipality.

13.0 NOTICE

13.1. Notice under this Agreement shall be in writing and must be delivered in person to the Municipality at 15 Township Hall Road, Stonecliffe, Ontario; fax at 613-586-2596; email to clerk@headclaramaria.ca; or to the Contractor at:

13.2. A notice will be considered to have been given or made on the day that it is delivered, faxed or emailed, or 5 business days following the date of posting in regular mail via Canada Post.

13.3. Either party may give notice to the other of a change in the address, fax number or email address as set out above and if such notice is given, the address or fax number specified in that notice, will then apply for the purposes of giving notices under this Agreement.

14.0 MISCELLANEOUS

14.1. All schedules and appendices referred to in this Agreement and attached hereto form part of this Agreement. In the event of any conflict between the clauses contained in the schedules or appendices attached hereto, and the clauses contained in the body of this Agreement, the intent of the clauses contained in the body of this Agreement shall prevail.

14.2. The Parties acknowledge that any agreed amendments made by the addition, deletion or alteration of the Agreement shall be attached as a Schedule.

14.3. Any heading contained in this Agreement is included only for the convenience of the reader and shall not be used to assist in interpreting the Agreement.

14.4. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant.

14.5. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

14.6. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set out herein due to causes beyond its reasonable control.

15.0 SEVERABILITY

15.1 Should any section, subsection, clause or provision of this Agreement be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Agreement as a whole or any part thereof, other than the part so declared to be invalid.

Signed at _____ this ____ day of _____, 2023.

For Contractor

For Municipality

(Signature)

(Signature)

(Print Name of Person Signing)

CLERK

MAYOR

___ I am a sole proprietor or
___ I have the Authority to Bind the Corporation

We have the Authority to Bind the
Corporation

Schedule "A"

DUTIES AND AREA OF OPERATIONS

The Contractor shall provide all winter road maintenance services as outlined in the Agreement and under direction of the Municipal Road Supervisor on each of the municipally maintained roads as specified below.

Harvey Creek Road
Jobidon Road
Rivermead Road
Boudreau Road (to the turn-around at the intersection of Edgewater Way)
Donnelly Road
Ashport Road (to the school bus turn-around)
Francoeur Road (to turn-around at Clouthier Farm)
Mackey Creek Road (to school bus turn-around)
Desjardins Road
Jennings Road (to Old Mackey Park)
Kenny Road (to and including the Municipal Waste Disposal Site)
Pine Valley Road
Township Hall Road
Loggers Road
Boat Launch Road
Yates Road
Bissett Creek Road (to and including the Municipal Waste Disposal Site)
Mclsaac Drive
Crossing Road
Trappers Road (to snow plow turn-around)
Dunlop Crescent
Cotnam Road

APPROXIMATE LENGTH OF GRAVEL ROADS TO RECEIVE WINTER MAINTENANCE.....18 kilometers.

Schedule "B"

VEHICLE SPECIFICATION FORM

(To be completed by bidder.)

The Contractor shall supply a single axle truck with a minimum G.V.W.R. of 15,500 kg. or a tandem axle truck with a minimum G.V.W.R. of 24,500 kg. A tag axle will not be accepted.

The truck must have sufficient R.G.V.W. license to cover the weight of the complete unit. This includes the weight of the cab and chassis, all the snow plow equipment including the plow and wing, and the sander with the following anticipated loads:

- SINGLE AXLE TRUCK-ANTICIPATED EXTRA WEIGHT OF 10,750 kg.
- TANDEM AXLE TRUCK-ANTICIPATED EXTRA WEIGHT OF 16, 000 kg.

The truck must be equipped with a helper spring or an approved rubber bumper installed on the right front spring.

Truck No. _____

Vehicle Identification Number _____

Make & Model _____

Year _____

Truck License Number _____

Truck R.G.V.W. _____

Operating License Number & type _____

C.V.O.R. Number _____

G.V.W.R. as per D & V certificate _____

BACKUP EQUIPMENT AND AVAILABILITY

Please detail your plans should your equipment become inoperable during the required work period. List any and all backup plans and equipment available for your use.

Contingency Plan _____

Truck No. _____

Vehicle Identification Number _____

Make & Model _____

Year _____

Truck License Number _____

Truck R.G.V.W. _____

Operating License Number & type _____

C.V.O.R. Number _____

G.V.W.R. as per D & V certificate _____

Schedule "C"

CONTRACTOR'S TENDER STATEMENT

(To be executed and returned with package)

My/Our signature below attests to the fact that this bid is prepared and submitted without collusion or deceit.

That I/we expressly warrant that the prices contained in this tender are quoted in utmost good faith on my/our part, without any collusive arrangements or agreement with any other person, partnership or corporation.

I/we expressly represent that I/we am not party or privy to any deceit tending to mislead the Municipality into accepting my/our tender as a truly competitive tender whether to the prejudice, injury or benefit of the Municipality.

I/We, by this tender, offer to complete this Agreement in accordance with the terms contained herein.

I/We have carefully examined the provisions, plans, specifications and general conditions of this Agreement and have carefully examined the site and locations of the work to be done. I/we understand and accept said provisions, plans, specifications and conditions.

For the prices set forth in this tender, I/we hereby offer to furnish all machinery, tools and materials, except as otherwise specified in the Agreement, to complete the work in strict accordance with the provisions, plans, specifications and general conditions referred to in the contract.

Dated at _____ this _____ day of _____, 2023.

Contractor Signature

Position/Title

Schedule "D"

CONTRACT ASSESSMENT REVIEW

Although a tender for a service is often awarded on the basis of price alone, this is dependent on all other issues being equal or consistent. When all other conditions are not equal, such as when a new bidder is being considered other issues may hold more weight namely:

- Obtaining maximum value for dollars spent;
 - Price per hour;
 - Cost of Salt/Sand per tonne;
- Minimizing employee time and effort expended;
 - Training, orientation;
- Ensuring improved service and support;
 - References – reliability – experience;
- Ensuring product delivery, quality, efficiency and effectiveness;
 - Availability of Salt/Sand – location, storage and loading on vehicles;
 - Proximity of vehicles/drivers to Municipality – guarantee of service delivery;

If you feel that you may score in a negative way for any of the reasons listed, please provide a breakdown of how you and your business will work to resolve issues or meet requirements. Example, have drivers and equipment within the community although your business is not in the area. The Municipality has legislated time lines to meet in responding to winter events and requires its Contractor to be in a position to respond to all events at all times meeting the minimum maintenance standards 100%.

Scoring:

1. A scoring system as detailed below will be used to assist in the selection process. All conditions of the Agreement and Tender documents must be met.
2. If the response meets the following requirements, an award of 15 points will be given; only partially meets requirements – 10 points; and does not meet requirements – 5 points; for each of the following considerations.
3. Considerations and examples:
 - Price; (e.g. Lowest price would receive 15, Highest – 5)
 - Stand by day rate;
 - References/experience; (e.g. evidence of similar positive work history – 15, No experience/new operator -5)
 - Condition/age of equipment; (e.g. Newer equipment – 15, Older – 5)
 - Availability/ Detail of Backup Plan/Equipment; (e.g. Contingencies

- detailed for loss of equipment and/or operator – 15, no plan/equipment – 5)
- Availability of or access to sand/salt supply – (e.g. 15 for within the Municipality, 5 – for distance further from Municipality)
 - Proximity of drivers/equipment to the Municipality for appropriate response times
 - Other consideration which may be recommended by Council.

THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA

Grading Tender and Contract Documents



3/23/2023

Crystal Fischer, Municipal Clerk-Treasurer
United Townships of Head, Clara and Maria

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The UNITED TOWNSHIPS OF HEAD, CLARA & MARIA

**GRADING CONTRACT
REQUEST FOR TENDER DOCUMENTS**

2023-2025

May and as needed up to September, Annually

With an option in favour of the Municipality to extend the Agreement on the same terms and conditions (subject to possible fee adjustment) for an additional term of up to 2 years

Sealed tenders will be received at: The United Townships of
Head, Clara and Maria
15 Township Hall Road
Stonecliffe, Ontario, K0J 2K0

Tender Closing Date: 12:00 h, Wednesday, April 12, 2023.

Once signed, this document becomes the official tender and once accepted by Council/Staff, becomes part of the Agreement.

The lowest or any tender/quote will not necessarily be accepted. As per the Municipal Procurement By-law other factors are to be considered besides cost including but not limited to experience, references and quality of equipment.

Name of company or individual (hereafter referred to as the "Contractor")

Address

Name of person with signing authority in company(printed and signed)

Position/title of person signing for company

Phone number

Fax number

Other

TENDER/QUOTE DOCUMENT INSTRUCTIONS

1.0 INTERPRETATION

- 1.1 "Non-qualified Agreement" means an Agreement which is not tendered in accordance with the Township's qualification procedures.
- 1.2 "Tender/quote documents" include all pages of this tender/quote package and its schedules.
- 1.3 "Township" or "Municipality" means the municipality of the Corporation of the United Townships of Head, Clara & Maria.
- 1.4 "Bidder" means the applicant completing this tender/quote for consideration by the Municipality.

2.0 REQUIREMENTS AT TIME OF TENDER/QUOTE CLOSING

- 2.1 The quote documents must be received by the Municipality by 12:00 h Wednesday, April 12, 2023. All sealed documents will be opened as soon as possible after 12:00 p.m. by the Clerk-Treasurer in the presence of a witness, normally another municipal employee.
- 2.2 All entries in the tender shall be clear, legible, and made in ink. All items shall be addressed according to instructions in the Tender and Agreement documents, with entries made for all pricing as appropriate.
- 2.3 Please ensure that all fields in the tender package are completed in full and returned to the office. If they are not completed, the tender may be rejected.
- 2.4 Tenders which are incomplete, conditional, illegible, and obscure or have reservations, erasures, alterations, additions or irregularities of any kind may be rejected.
- 2.5 The tender form must be signed, where indicated, by an authorized official of the Company or the Contractor, if a sole proprietorship, and delivered to the office in a sealed envelope clearly marked as to its contents.
- 2.6 Faxed or emailed tender submissions will be rejected.

- 2.7 Any proprietary or confidential information should be clearly identified as such and the desired treatment specified.

3.0 ALTERATIONS OR WITHDRAWAL OF TENDERS/QUOTES

- 3.1 A tender may be altered by submitting another tender at any time up to the specified time and date for tender closing. The last tender received shall supersede and invalidate all tenders previously submitted by the applicant for that tender.
- 3.2 The applicant may withdraw the tender at any time up to the specified time and date for tender closing by submitting a letter bearing the bidder's signature to the Clerk-Treasurer. Facsimile transmissions, emails or telephone calls will not be accepted. Withdrawal requests received after the tender closing time will not be accepted.
- 3.3 Bidders are to refer to the standard terms and conditions herein. The tender and any resultant purchases will be based on these terms and conditions unless otherwise agreed to in writing.

4.0 UNBALANCED TENDERS/QUOTES AND DISCREPANCIES

- 4.1 Where obvious omissions or errors have occurred, municipal staff will correct mathematical discrepancies by appropriate means to arrive at an accurate total tender price.
- 4.2 Applicants whose bids have been rejected by the Municipality will normally be notified via mail or phone call within ten (10) business days.

5.0 ACCEPTANCE OR REJECTION OF TENDERS/QUOTES

- 5.1 The Municipality reserves the right to reject any or all tenders/quotes and to waive formalities as the interest of the Municipality may require without explanation, therefore, **the lowest or any tender/quote may not necessarily be accepted**. Such circumstances may include, but are not limited to, the quote on all tenders received, being in excess of the anticipated Municipal budget.
- 5.2 The Municipality reserves the right to reject any tenders/quotes from any bidder, who in the Municipality's reasonable opinion, is deemed incapable of providing the necessary labour, material, equipment, financing and management of resources to perform the work in a satisfactory manner.
- 5.3 The Municipality is not liable for any costs, expenses, losses or damages incurred, sustained or suffered by any applicant prior, or

subsequent to, or by reason of the acceptance or non-acceptance by the Municipality of any tender, or by reason of any delay in the acceptance of a tender, except as provided in the tender documents.

- 5.4 The tender/quote shall be irrevocable for a period of thirty (30) business days following the date of tender closing.

6.0 AGREEMENT AWARD PROCEDURES

- 6.1 Providing all contract requirements are complied with, the Municipality will assess each tender received, compare it to the assessment guide listed as Appendix "D" to this document and may award a successful tender.
- 6.2 The Municipality will notify the successful bidder that the bid has been accepted via telephone within thirty (30) days of the tender closing.

7.0 REQUIREMENTS AT TIME OF EXECUTION

- 7.1 The successful bidder is required to submit the following documentation, at his or her own expense, in a form satisfactory to the Municipality, for execution within ten (10) working days after being notified to do so in writing.
- 7.1.1 Insurance Documents (Valid Certificate of Insurance)
 - 7.1.2 Proof of Ownership or Guaranteed use of Equipment (Copy of Equipment Registration or promise to lease/lend)
 - 7.1.3 Letter of Good Standing with the Workplace Safety and Insurance Board (WSIB) if applicable.
 - 7.1.4 A declaration that all assessments or compensations payable to the appropriate authorities (employee remittances etc. as per Article 4.7) have been made.
- 7.2 Following receipt of the properly executed Certificate of Liability Insurance, and all other documents as requested, the Contractor will receive verbal authorization from authorized Municipal personnel (normally the Clerk-Treasurer) to proceed with the work. Most communication following will be via the Public Works Leader.

THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA



GRADING CONTRACT

2023-2025 (With an option to renegotiate to a five-year term in 2025)

By this Agreement, _____ (the "Contractor")

and

The Corporation of the United Townships of Head, Clara & Maria (the "Municipality")
hereby agree as follows:

1.0 DEFINITIONS

- 1.1. "Township" or "Municipality" or "Corporation" means the municipality of the Corporation of the United Townships of Head, Clara & Maria.
- 1.2. "Contractor" or "applicant" or "bidder" refers to the tender applicant and once the contract is awarded the owner/operator.
- 1.3. "Grading" involves the leveling or smoothing of the gravel surface of municipal roads to a desired or horizontal gradient through the use of a commercial grader. Grade has a corresponding meaning.
- 1.4. "Public Works Leader" means the employee of the United Townships of Head, Clara & Maria responsible for the maintenance of the municipal roads.
- 1.5. "Tender" "Tender/Quote" or "Quote" are used interchangeably and each refers to a bid to complete the requirements of this proposal.

2.0 GENERAL CONDITIONS

- 2.1. The Contractor shall perform the work and services described in this Agreement and Schedules "A" and "B" to this Agreement, on the roads within the municipality known as the United Townships of Head, Clara and Maria for the period commencing May 1, 2023 to and including October 15, 2025 and further defined in Section 10. Upon performance

satisfactory to the Municipality, and with the agreement of the contractor, the Municipality reserves the right to enter negotiations with the contractor in 2025 to further extend the agreement an additional two years to a five year term with the same terms and conditions to end in October of 2027.

- 2.1.1. Schedules "A", "B" "C" and "D" are to be read into and form part of this Agreement.
- 2.2. The Contractor is to provide operator and equipment to perform all duties normally associated with grading of gravel roads within the United Townships of Head, Clara & Maria for the term specified under direction and control of the Municipal Public Works Leader or designated municipal employee. The responsibility for signage, flagging and other auxiliary work will remain the responsibility of the Municipality.
- 2.3. This Agreement shall be binding on the Contractor's heirs, executors, administrators, and assigns, and cannot be assigned without the written consent of the Municipality.
- 2.4. All owners and operators must abide by all applicable Federal, Provincial and Municipal Acts or By-Laws, their regulations or amendments while carrying out their operations, whether these laws were in force at time of signing or not.
- 2.5. The Contractor shall ensure that all applicable licenses and permits required for the operation of the listed Equipment are obtained and kept up to date and prove to the satisfaction of the Municipality from time to time as the Municipality may require, evidence that all licenses or permits have been acquired and are in full force and effect. Cost of said licenses and permits are the sole responsibility of the Contractor.
- 2.6. This document constitutes the whole of the agreement between the Parties and supersedes all prior negotiations, representations or agreements. No act or failure to act shall constitute a waiver of any right or duty under this Agreement nor constitute an approval of or acquiescence in any breach of this Agreement, unless expressly agreed to in writing by the Parties.
- 2.7. The Contractor is responsible for ensuring that all complaints under this Agreement are addressed promptly and the situation rectified to the satisfaction of the Municipality.
- 2.8. Any additional private contracting the Contractor chooses to take on must not conflict with or interfere with the work undertaken in this Agreement.

3.0 EQUIPMENT & INSPECTIONS

- 3.1. The equipment shall be of an outward appearance acceptable to the Municipality and be of sufficient mechanical and physical condition to carry out all operations as specified in this Agreement. Equipment must be of a condition that is equal to or exceeds the Municipality's minimum requirements and all MTO requirements as specified in this Agreement or any provincial legislation.
- 3.2. The specified equipment (grader) shall be equipped with all safety and operational devices and accessories and shall comply with all weight and other specifications, permits and licenses as required under the *Highway Traffic Act, R.S.O. 1990* and its regulations and amendments and any other applicable legislation. It is the responsibility of the contractor to supply the aforementioned at their own cost.
- 3.3. The Contractor will be responsible to perform, or have performed on the equipment, all maintenance activities, and supply all maintenance materials and fuels.

4.0 EQUIPMENT OPERATOR / CONTRACTOR STAFF

- 4.1. The Contractor shall supply fully trained, properly licensed and fully insured operators ready to operate the equipment during the life of the Agreement.
- 4.2. The equipment and operator(s) shall be available for the periods outline in section 10.1 during the term of this Agreement.
- 4.3. The minimum age of any operator(s) shall be 18 years. Operator(s) must have an acceptable driving record as determined by the following guidelines:
 - 4.3.1. No more than six (6) demerit points on record;
 - 4.3.2. No motor vehicle related convictions or license suspensions under the *Highway Traffic Act* or the *Criminal Code of Canada*, within three years preceding the application or during the life of the Agreement;
 - 4.3.3. No excessive accumulation of non-pointable offenses.
- 4.4. The parties agree that the Contractor (and/or their employees) is not an employee of the Municipality for the purpose of the *Income Tax Act, R.S.C. 1985, c.1*; the *Canada Pension Plan Act, R.S.C. 1985, c. C-8*; the *Unemployment Insurance Act, R.S.C. 1985, c.U-1*; the *Workplace Safety and Insurance Act R.S.O. 1997, c.16*; the *Occupational Health and Safety Act, R.S.O. 1990, c. O.1*; and the *Health Insurance Act, R.S.O. 1990, c. H.6*; all as amended from time to time, and any legislation in substitution thereof.
- 4.5. The Contractor clearly understands and agrees that they shall be

responsible for complying with, and shall pay all dues and assessments payable under, any of the above Acts, in respect of them self, their employees and operations and upon failure to do so, and upon notification, the Corporation may pay such assessment or compensation to the appropriate boards or companies and to deduct or collect such expense from the monies due hereunder.

4.6. The Contractor shall, at the time of entering into any Agreement with the Municipality, make a declaration that all assessments or compensations payable to the appropriate authorities have been paid, and the Corporation may at any time during the performance or upon the completion of such Agreement require a further declaration that such assessments or compensation have been made.

5.0 BASIS OF PAYMENT

5.1. The bid per hour shall apply to the actual working hours for grading, and as recorded in a driver log and verified by the Municipal Public Works Leader or designated municipal employee, to the nearest 15 minutes.

5.1.1. This per hour rate shall include payment for rental and maintenance of equipment, operator wages and costs associated with operating a business including but not limited to:

5.1.1.1. truck/equipment rental and maintenance; operator wages and expenses; fuel, oil and other necessary fluids; maintenance, parts, labour and repairs to equipment; all other preparatory costs; all overhead and operating costs, WSIB, other insurances and government remittances for employees; and for carrying out all other duties as described within this Agreement.

6.0 HOURS OF WORK

6.1. Hours of work commence upon the grader/ grading equipment beginning operation within the Municipality. Travel to or from the Municipality will not be compensated for under this Agreement.

6.2. Meal breaks and coffee breaks will not be considered part of the working hours.

6.3. A **detailed log** is required to be completed by the operator for any period of operation under this Agreement and submitted with each invoice for payment to the Municipal office.

6.4. The log will include the time and location that the operator began and ended service, detailing any and all meal and coffee breaks or downtime.

6.5. Failure to produce a detailed log with submitted invoices may result in

non-payment of invoice until the log is produced.

6.6. For the purposes of this Agreement, the Municipal Public Works Leader, or designated municipal employee will be responsible for determining the methods and procedures for grading municipal roads. Failure to follow the direction of the Public Works Leader or designated municipal employee may result in loss of contract.

7.0 TERMINATION OF AGREEMENT

7.1. If the Contractor is found to be in default in the performance of any of the obligations contained in this Agreement, the Municipality has the right to demand compliance with the Agreement. If the Contractor continues to be in default, the Municipality shall be entitled to withhold payment and/or terminate the Agreement within sixty (60) days of prior written notice.

7.2. The Municipality shall be entitled to terminate this Agreement on seven (7) days prior written notice upon the occurrence of any of the following events:

7.2.1. The Contractor makes an assignment in bankruptcy, files a proposal in bankruptcy, or is adjudged to be bankrupt, shall commit an act of bankruptcy or otherwise acknowledge its insolvency;

7.2.2. A receiver or receiver and manager shall be appointed in respect of any or all of the Contractor's assets; or

7.2.3. Should the Contractor abandon this Agreement.

7.3. If, at any time, during the continuance of the work, in the opinion of the Municipality, the work is not being carried out in accordance with the specifications and conditions contained in the Agreement, or in the opinion of the Municipality, there are substantial ratepayer complaints with respect to the work, or in the opinion of the Municipality the work is not being carried out in a good and workmanlike manner, the Municipality shall have the right to terminate the Agreement forthwith.

7.4. In the event of the termination of the Agreement, the Contractor shall cease operations and not be entitled to receive any further compensation from the Municipality under this Agreement.

7.5. If this Agreement is terminated for any reason, the Municipality reserves the right to declare the Contractor ineligible to bid on any Municipal contract for a 24 (twenty-four) month period beginning the year following the year of termination.

8.0 ASSIGNMENT OF DUTIES

8.1. The equipment, as listed in the Equipment Specification Form, Schedule "B" which forms part of this Agreement, shall not be substituted except

with prior authorization from the Public Works Leader (or other authorized municipal personnel).

- 8.2. The parties hereto agree that the work to be performed under the Agreement, or any part thereof, or any monies or orders payable under this Agreement shall not be assigned or sublet by the Contractor without the written approval of the Municipality. It is further agreed that in the event the said written authority is given, it shall not operate under any circumstances to relieve the Contractor of their liabilities and obligations under this Agreement.

9.0 LIQUIDATED DAMAGES

- 9.1. Delay or failure of the equipment or operators to be ready or to continue with the grading operation assigned will result in the Contractor being required to pay to the Municipality liquidated damages in the following amounts. \$800.00/day for failing to complete the work as per the schedule agreed upon with the Public Works Leader (or other authorized Municipal employee). This charge will continue until the Contractor's equipment and operators commence work under this Agreement or until alternate arrangements are made.
- 9.2. Except as noted above, the grader may be out of service for a period, not to exceed 8 hours, for repairs or routine maintenance providing that the Municipality has given prior approval.
 - 9.2.1. Back-up equipment shall be available should operation be required during this period of maintenance. Prior approval for the unavailability of equipment must come from the Public Works Leader or designate.
- 9.3. Should the equipment be mechanically unavailable for service, and the Contractor not have appropriate available back-up, the Contractor will notify the Public Works Leader, or authorized municipal employee of the nature of the situation and the estimated down time. This shall be done immediately upon becoming aware of any problem.
- 9.4. The Contractor shall provide an approved back-up piece of equipment to fulfill the terms of the Agreement. This equipment must be of a condition and quality that is mechanically and operationally equal or superior to the equipment normally used under and specified in this Agreement.
- 9.5. Description of available back-up equipment and plans to be detailed in Schedule "B" to this by-law.
- 9.6. Should the situation as described in Article 9.3 occur the Municipality reserves the right to proceed to procure alternate equipment and operators as necessary to complete the work.

9.7. Should the situation as described in Article 9.6 occur, and depending on the reasons for the inability of the Contractor to complete the requirements of this agreement, the Municipality reserves the right to sever all agreements with and obligations to the Contractor.

9.8. Should the Municipality procure alternate machinery and operator, the Municipality shall notify the Contractor as soon as possible of its intent and actions. The substitute Contractor will be hired for a length of time that will allow them to grade all Municipal roads as outlined in this Agreement during that specific two-week time period.

10.0 TERM & PAYMENT

10.1. The term of this Agreement shall be for the three-year period from 2023-2025. Initially, a full grading of all identified municipal roads, up to 30 kilometers, will occur in May of each year, or thereabouts. Additionally, "as needed" grading will occur from June to September of each year, or thereabouts. Additional "as needed" grading to occur based upon road conditions and at the discretion of the Public Works Leader or authorized Municipal employee.

10.2. The contract shall commence on the 1st day of May 2023 and conclude on the 15th day of October 2025.

10.3. The Municipality retains an option in favour of the Municipality to extend the Agreement on the same terms and conditions for an additional term of up to 2 years.

10.4. The Contractor shall be paid the hourly wage as stated below, (plus GST/HST as applicable) for the actual working hours, as defined in Section 6.0, and as verified by the Public Works Leader or authorized municipal employee:

10.4.1. Full grade in May annually will occur for a duration of ____ hours @ \$____/hour to grade up to 18 kilometers of municipal road.

10.4.2. Spot grading "as needed" from June to September @ \$____/hour up to a maximum of ____ hours (must not exceed number of hours for full grade outlined in 10.4.1).

10.5. If GST/HST is to be collected, all billings will include price plus GST/HST and all invoices will include a "GST/HST Registration Number".

10.6. Failure to provide a GST/HST registration number on all invoices will result in the GST/HST not being paid by the Municipality.

11.0 INSURANCE

- 11.1. In carrying out the work as described herein, the Contractor must be careful not to cause injury or damage to any property, public or private, and he must make good the same, at their own expense, in the manner directed by and to the satisfaction of the Municipality.
- 11.2. The Contractor will be responsible for and shall restore at its expense all damage to the property of the Municipality caused by the Contractor in the performance of the work which damage was not reasonably foreseeable as a consequence of the Contractor's performance of this Agreement.
- 11.3. The Municipality acknowledges that some damage to the property of the Municipality is reasonably foreseeable as a consequence of the Contractor's performance of this Agreement. Such reasonably foreseeable damage includes, but is not limited to, damage to sod, grass and planting materials due to the proximity to the road shoulder.
- 11.4. This minimal damage will be repaired by Municipal staff.

11.4.1. COMMERCIAL GENERAL LIABILITY

- 11.4.1.1. The Contractor shall, at their expense, obtain and keep in force during the term of this Agreement, *Commercial General Liability Insurance* satisfactory to the Corporation, and including the following:
- 11.4.1.2. a limit of liability of not less than \$2,000,000.00 per occurrence for bodily injury, death and property damage;
- 11.4.1.3. the Corporation shall be named as an additional insured;
- 11.4.1.4. the policy shall contain a provision for cross liability in respect of the named insureds;
- 11.4.1.5. non-owned automobile coverage with a limit of at least \$2,000,000.00 including contractual non-owned coverage;
- 11.4.1.6. products and completed operations coverage (Broad Form);
- 11.4.1.7. that 30 days prior notice of an alteration, cancellation or material change in policy terms which reduces coverage shall be given in writing to the Corporation;
- 11.4.1.8. owner's and Contractor's protective coverage;

11.4.2. AUTOMOBILE

- 11.4.2.1. The Contractor shall obtain and keep in force for the duration of this Agreement, automobile insurance under a standard Automobile Policy with limits not less than \$2,000,000.00 in respect of each owned or leased licensed piece of equipment.

11.4.3. PROOF OF INSURANCE

11.4.3.1. The Contractor shall provide, together with its executed Agreement, a certificate(s) of insurance of the above-referred to policies, satisfactory to the Corporation, together with proof of renewal at least ten (10) days prior to expiry. If a certificate is provided, all requirements as above set forth must be shown on the said certificate and notwithstanding the provision of any certificate, the Corporation may require that the Contractor provide a certified copy of the policy, if required.

12.0 INDEMNIFICATION

12.1. The Contractor agrees to indemnify and to save harmless the Municipality, its officers, employees and agents from and against all costs, claims, demands, suits, actions and judgments made, brought or recovered against the Municipality, its officers, employees and agents resulting from any negligent act or omission by the Contractor in connection with the provisions of services pursuant to this Agreement.

12.2. The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents caused by them self or their employees, or resulting from the execution of the works, or any of their operations, or caused by reason of the existence or location or condition of the works or of any materials, equipment or machinery used thereon or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on their part, or on the part of any of their employees, to do or perform any or all of the several acts or things required to be done by them self or them under and by these conditions or covenants, and agrees to hold the Municipality harmless and indemnified for all such damages;

12.3. And, in case of the Contractor's failure, neglect or omission to observe and perform faithfully and strictly all of the provisions of this Agreement, the Municipality may, either with or without notice, take such steps, procure such material, plant, trucks and men, and do such work or things as they may deem advisable towards carrying out and enforcing same, and any and all expenses so incurred may be deducted from the monies due hereunder, and any such action by the Corporation as it is herein empowered to take, shall not in any way relieve the Contractor of their surety from any liability under the Agreement.

12.4. The Contractor is responsible for full payment to applicable authorities of all fines, charges or tickets under the *Highway Traffic Act*, or any other act or regulation while operating under this Agreement and shall not expect reimbursement or compensation for same, of any type by the Municipality.

13.0 NOTICE

- 13.1. Notice under this Agreement shall be in writing and must be delivered in person or to the Municipality at 15 Township Hall Road, Stonecliffe, Ontario, email to clerk@headclaramaria.ca or fax 613-586-2596. Notice to the Contractor will be sent to:

(please insert address, fax and/or email contact)

- 13.2. A notice will be considered to have been given or made on the day that it is delivered or faxed or five days after it has been placed as regular with Canada Post.
- 13.3. Either party may give notice to the other of a change in the address, email or fax number as set out above and if such notice is given, the address, email or fax number specified in that notice, will then apply for the purposes of giving notices under this Agreement.

14.0 MISCELLANEOUS

- 14.1. All schedules and appendices referred to in this Agreement and attached hereto form part of this Agreement. In the event of any conflict between the clauses contained in the schedules or appendices attached hereto, and the clauses contained in the body of this Agreement, the intent of the clauses contained in the body of this Agreement shall prevail.
- 14.2. The Parties acknowledge that any agreed amendments made by the addition, deletion or alteration of the Agreement shall be attached as a Schedule.
- 14.3. Any heading contained in this Agreement is included only for the convenience of the reader and shall not be used to assist in interpreting the Agreement.
- 14.4. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant.
- 14.5. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.
- 14.6. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set out herein due to causes beyond its reasonable control.

15.0 SEVERABILITY

15.1. Should any section, subsection, clause or provision of this Agreement be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Agreement as a whole or any part thereof, other than the part so declared to be invalid.

Signed at _____ this _____ day of _____, 2023.

For Contractor

For Municipality

(Signature)

(Signature)

(Print Name of Person Signing)

CLERK

I am a sole proprietor or

I have the Authority to Bind the Corporation

I have the Authority to Bind the Corporation

Schedule "A"

DUTIES AND AREA OF OPERATIONS

The Contractor will provide all road maintenance services – grading - as outlined in the Agreement on up to 18 kilometers of municipally maintained roads within the United Townships of Head, Clara & Maria as directed by the Public Works Leader or designated Municipal employee.

APPROXIMATE LENGTH OF GRAVEL ROADS TO BE GRADED: 30 kilometers.

Schedule "B"

EQUIPMENT SPECIFICATION FORM

(To be completed by bidder.)

The Contractor shall supply a commercial grader capable of grading approximately 18 kilometers of gravel roads within a two-week time period for initial grading, and "as needed" grading up to September annually.

Equipment Identification Number _____

Make & Model _____

Year _____

Operating License Number & type _____

BACKUP EQUIPMENT AND AVAILABILITY

Please detail your plans should your equipment become inoperable during the required work period. List any and all backup plans and equipment available for your use.

Contingency Plan _____

Equipment Identification Number _____

Make & Model _____

Year _____

Schedule "C"

CONTRACTOR'S TENDER STATEMENT

(To be executed and returned with package)

My/Our signature below attests to the fact that this bid is prepared and submitted without collusion or deceit.

That I/we expressly warrant that the prices contained in this tender are quoted in utmost good faith on my/our part, without any collusive arrangements or agreement with any other person, partnership or corporation.

I/we expressly represent that I/we am not party or privy to any deceit tending to mislead the Municipality into accepting my/our tender as a truly competitive tender whether to the prejudice, injury or benefit of the Municipality.

I/We, by this tender, offer to complete this Agreement in accordance with the terms contained herein.

I/We have carefully examined the provisions, plans, specifications and general conditions of this Agreement and have carefully examined the site and locations of the work to be done. I/we understand and accept said provisions, plans, specifications and conditions.

For the prices set forth in this tender, I/we hereby offer to furnish all machinery, tools and materials, except as otherwise specified in the Agreement, to complete the work in strict accordance with the provisions, plans, specifications and general conditions referred to in the contract.

Dated at _____ this _____ day of _____, 2023.

Contractor Signature

Position/Title

Schedule "D"

CONTRACT ASSESSMENT REVIEW

Although a tender for a service is often awarded on the basis of price alone, this is dependent on all other issues being equal or consistent. When all other conditions are not equal, such as when a new bidder is being considered other issues may hold more weight namely:

- Obtaining maximum value for dollars spent;
- Minimizing employee time and effort expended;
- Ensuring improved service and support;
- Ensuring product delivery, quality, efficiency and effectiveness;
- Protecting the financial best interests of the municipality.

Scoring:

1. A scoring system as detailed below will be used to assist in the selection process. All conditions of the Agreement and Tender documents need to be met.
2. If the response meets the following requirements, an award of 15 points will be given; only partially meets requirements – 10 points; and does not meet requirements – 5 points; for each of the following considerations.
3. Considerations and examples:
 - Price; (e.g. Lowest price would receive 15, Highest – 5)
 - References/experience; (e.g. evidence of similar positive work history – 15, No experience/new operator -5)
 - Condition/age of equipment; (e.g. Newer equipment – 15, Older – 5)
 - Availability/ Detail of Backup Plan/Equipment; (e.g. Contingencies detailed for loss of equipment and/or operator – 15, no plan/equipment – 5)

United Townships of Head, Clara & Maria Council
Request for Decision

Type of Decision									
Meeting Date	Thursday, March 23, 2023				Report Date	Tuesday, March 7, 2023			
Decision Required	X	Yes		No	Priority		High	X	Low
Direction	X	Information Only			Type of Meeting	X	Open		Closed
Report #23/03/23/1302- County of Renfrew Planning Services									

Subject: County of Renfrew Planning Services

Recommendation:

That Council approves the cost of mileage to have a County Planner attend the municipal office on a quarterly basis for a one year trial.

Resolution:

Resolution No.: 23/02/23/004

Moved by Councillor

and seconded by Councillor

WHEREAS Council received a request from a resident in consideration of offering Planning Services at the municipal office;

WHEREAS Council received Report #23/03/23/1302 regarding Planning Services offered through the County of Renfrew;

THEREFORE BE IT RESOLVED THAT that Council of the United Townships of Head, Clara and Maria does hereby direct staff to schedule a Planner from the County of Renfrew to attend the municipal office on a quarterly basis, to be reviewed in one year.

Background/Executive Summary:

A letter dated February 21, 2023 submitted by Mr. Doug Antler has been enclosed. Mr. Antler is requesting Council's consideration in providing space and accommodations to have a County of Renfrew Planner attend the municipal office on a regular basis in order to reduce the needs of residents having to travel to Pembroke to speak with County Planners.

I reached out to the County of Renfrew to gather further information in preparation of the meeting and was advised that a Planner could attend the municipal office. It was suggested that attendance be on a quarterly basis. The cost to have a Planner attend the office would consist of mileage only. The County does not charge by the hour or day because they do not guarantee that the entire day will be spent on Head, Clara and Maria matters, as the Planner may be working on a file for a different municipality (if there are no files to work on for Head, Clara and Maria). Residents would be encouraged to schedule a meeting beforehand; however drop-ins would also be welcome.

The Planners will be able to provide specific information on properties (only if the landowner provides authorization to do so; they cannot provide information on private property without landowner permission). If there is a specific matter that a resident wants to talk about, the County recommends that they fill out the general inquiry first before meeting so that the Planner can be prepared. Many times background research has to be completed to provide useful information prior to a meeting which County Planners like to have completed beforehand.

If Council wishes to proceed, the County will set up dates on an on-going basis.

Staff sees the value in having a County Planner attend the municipal office largely as a result of the increase in severance applications and planning matters within the municipality in recent years. It provides an opportunity for residents to access more services within the municipality without incurring

major costs. Staff recommends proceeding with having a Planner attend the municipal office on a quarterly basis for a one year term trial to be reviewed early 2024 to see if it is a well-used service.

In regards to Council's consideration of having members of Staff attend the meetings between County Planners and residents; the County provides the municipality with planning services, similar to many neighbouring municipalities, and regardless if staff attends meetings between residents and Planners, planning matters will still have to go through the Planning Department at the County level. Each planning inquiry is unique due to many factors including the size and location of the property, intended use, the potential presence of aggregates and farmland, proximity to water, number of completed severances from original holding etc. If Staff were to attend a meeting between County Planners and residents, it does not necessarily mean that they would be able to assist another resident who has a planning inquiry as the requirements for, and factors contributing to, the approval of an application will widely vary.

Financial Considerations/Budget Impact:

The cost to have a County Planner attend the municipal office on a quarterly basis will be approximately \$500.

Others Consulted:

Bruce Howarth, Manager of Planning Services for the County of Renfrew

Enclosures:

Letter to Council dated February 21, 2023

Approved and Recommended by the Clerk

Crystal Fischer,
Clerk-Treasurer

February 21, 2023

To: The Council of Head, Clara & Maria
For: Consideration at the next meeting of Council

Reference: Special Session of County Council, held in Pembroke, Wednesday December 21, 2012, Planning Division Report on Official Plan Amendment No. 35 and Bill 109, the More Homes for Everyone Act. 2022.

I attended this meeting. First, let me say that I was impressed with the County Council Chambers, the seating of all Mayors/Reeves, etc., the TVs and cameras for live streaming, the participation in the meeting for those representatives of County unable to attend in person, and the "peanut gallery" (my feeling) for the public to observe and attend meetings. I was once very comfortable in navigating the Renfrew County Building, as I visited there quite often. This time was a little different, so I just followed the crowd.

All four in-person public presentations were quite informative.

The first was Mr. Whitehead of JP2G consultants, I believe representing Mr. Joe Kowalski of White Water Region. Mr. Whitehead used all of his time allotted to present five variances in detail that should be addressed before implementing Official Plan Amendment No. 35. There was no response from the Planners, only notes taken, as was the case for the other presenters.

The second was The Ontario Landowners Association, Donna Burns, listing several concerns on behalf of landowners, but in particular pointing out that there is no mention in the document of who is responsible for refunding the monies when an application is held up past deadlines. Is it the Province, The County, The Municipality or the Taxpayers?

The third was a concerned taxpayer, saying she didn't see in the document where it would help her situation of trying to sever a couple of properties to sell to allow her to move into a retirement home setting. After meeting the objectives of seventeen planning directives (all of which would require engineering and expert or consultant inputs), she wouldn't have any money left after selling the property at market value. Would it be possible to have a short form list for simple severance that could be understood by the owner looking to sever for sale or gifting?

The fourth was a resident of Alice Township with several property holdings (Albert Kruschenski, I believe was his name). He presented a letter advising that from this day forth, all his properties be removed from the County of Renfrew Planning Act and that he would look after the well-being of those properties as per his right as the legal owner of those lands.

Several Clarifications were requested from the various mayors in attendance, these were either clarified or recorded for future clarification.

The other highlight of the meeting was that I actually got to personally meet and shake hands with Warden Peter Emon again.

As you may or may not know, I too am in the process of attempting to sever three waterfront properties for resale. I started this process over a year and a half ago; every time I made another turn in the trail of enquiry, it was pointed out that to expedite such severances, it was best advice to have a fully completed application by a qualified Land Survey Co.. I submitted this application to a firm in North Bay on March 23, 2022 and I am still waiting for the completed and verifiable application one year later.

Given the aforementioned concerns, I kindly request that the following questions be considered for discussion at the upcoming Council Meeting:

- Would it be possible to have someone from the County Planning Section come to the Township Office of Head, Clara & Maria once a month, every two months or whatever it would take to get a Planner here in Head, Clara & Maria in person?
- Would the Township Office have an open space for this one day, that would accommodate whatever equipment would be necessary to access data on individual properties?
- Could the visits by property owners be by appointment?
- Could a Staff Member sit in on the meetings to acquire first-hand knowledge of what is needed when responding to questions on severances and procedures? I believe this would be an invaluable experience for a Township member.

The Renfrew County Buildings are forbidding in nature now (my feeling), and it would better serve the residents and taxpayers of Head, Clara & Maria to drive or walk only as far as Stonecliffe to obtain questions and answers regarding planning and severances.

I believe this would be the single most important step that the County and Municipality could do to improve and expedite requests and applications for Private Properties within Head, Clara & Maria.

Thank you for your time and consideration. I look forward to your response.

Respectfully Yours,
Doug Antler

A handwritten signature in black ink, appearing to read "Doug Antler". The signature is written in a cursive style with a large, looping initial "D" and a long, sweeping horizontal stroke at the end.

United Townships of Head, Clara & Maria Council
Request for Decision

Type of Decision									
Meeting Date	Thursday, March 23, 2023				Report Date	Thursday, March 9, 2023			
Decision Required	X	Yes		No	Priority		High	X	Low
Direction	X	Information Only			Type of Meeting	X	Open		Closed
Report #23/03/23/1303- Provision of Recycling Bins at Local Businesses									

Subject: Review of Provision of Recycling Bins at Local Businesses

Recommendation:

That Council reviews the Memorandum of Agreement for the provision of recycling bins at local businesses and directs staff to enter into new agreements for 2023-2024.

Resolution:

Resolution No.: 23/02/23/010

Moved by Councillor

and seconded by Councillor

WHEREAS Council received Report #23/03/23/1303 regarding provision of recycling bins at local businesses and have had an opportunity to provide revisions to the Memorandum of Agreement;

THEREFORE BE IT RESOLVED THAT that Council of the United Townships of Head, Clara and Maria does hereby direct staff to continue to provide recycling bins to local businesses and enter into new Memorandum of Agreements for 2023 and 2024.

Background/Executive Summary:

In 2022, a request was made of local business owners to supply recycle bins at their businesses. Report 22/03/22/1302 was presented to Council on March 22, 2022 for Council’s consideration of entering into a Memorandum of Agreement for the provision of recycling bins at local businesses, outlining the requirements that needed to be met to ensure continuity of efficient recycling operations. The recommendation included that the provision of bins be on a one year trial basis to be reviewed again in March 2023.

Members of staff believe that the provision of recycling bins to local businesses was a successful initiative. Staff did not receive any complaints or penalties from the recycling processing facility for contaminated material and both parties were able to work together to ensure that recycling bins were being picked up for processing at full capacity.

The program benefits business owners in not having to transport recycling to the landfill and it benefits the municipality in segregating the large volumes of recycling that is brought in from the businesses.

It is proposed that the Agreement be changed to a two year term at which time the municipality’s blue box recycling program will be transitioning to the producer responsibility system. It is proposed that the length of the term may also be extended at the discretion of the Clerk and based on the availability of equipment as some business owners have requested bins to be delivered earlier than May 1st and some business owners have requested that the agreement extend past September 1st. This provides staff with flexibility and increased ease of operations without requiring further Council approval.

Financial Considerations/Budget Impact:

Providing recycling bins to local businesses does not result in any additional fees.

Others Consulted:

Bill Donnelly, Waste Disposal Attendant

Enclosures:

Draft Memorandum of Agreement

Approved and Recommended by the Clerk

Crystal Fischer,
Clerk-Treasurer

Memorandum of Agreement

THIS MEMORANDUM OF AGREEMENT (the "Agreement") dated this _____, 2023

day of

BETWEEN:

The United Townships of Head, Clara & Maria
15 Township Hall Road, Stonecliffe ON K0J2K0
Telephone: (613) 586-2526 Fax: (613) 586-2596
(the "Municipality")

-AND

(the "Business")

IN CONSIDERATION OF the Municipality providing one recycle bin to the Business, the Parties to this Agreement (the "Parties") agree as follows;

1. The Municipality agrees to provide to the Business, one recycle bin (size depending on supplier availability), to be supplied through the Municipality's vendor. The recycle bin will be used for only the storage of recycling material.
2. The Business is responsible to ensure that any materials stored in the recycle bin are properly sorted and that material does not become contaminated.
3. The Business will be responsible to pay any costs associated with improperly sorted, or contaminated material that results in increased tipping and/or landfill fees.
4. The Municipality will not assume any costs associated with improperly sorted or contaminated material including tipping fees, transportation costs for refuse material, or increased staff or contractor time.
5. The Business is responsible to ensure safe and proper storage and handling of the recycle bin while on its premises.
6. If damage occurs to the bin while on the Business's property, the Business will be responsible to pay the cost of damage/repair. The Municipality will not assume any costs for damage or repair of recycle bins located off site of Municipal property.
7. The Business will indemnify and hold harmless the Municipality against liability with respect to all claims, suits or actions of any kind whatsoever for personal injury or property damage as a result of this agreement.

Term

8. The term of the Agreement is as follows:
May 1, 2023 to September 1, 2023
May 1, 2024 to September 1, 2024
9. The term of the Agreement may be extended at the discretion of the Clerk and based on the availability of equipment.

Costs

- 10. The Municipality will be responsible for paying the following operating costs:
 - a. Transportation fees to the processing facility; and
 - b. Processing fees at the processing facility.
 - c. The above noted fees will only be paid by the Municipality if materials are satisfactorily accepted by the processing facility as properly sorted and uncontaminated materials.

Care and Use of Asset

- 11. The Business is responsible to ensure proper use of the recycle bin.
- 12. The Business is responsible to ensure that the recycle bin is stored in a safe location that will limit risk of potential damage and exposure to public access.
- 13. The Business is responsible to notify the Municipality of any situation that may significantly interfere with the normal use of the recycle bin or if damage has occurred.
- 14. When recycling collection services are required, the Business is required to contact the municipal office to arrange transportation of bins.

Surrender of Asset

- 15. At the expiration of the agreement, the Business will surrender the recycle bin in as good a state and condition as when it was received.

IN WITNESS WHEREOF the Parties to this Agreement have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this ____ day of _____, 2023.

The United Townships of
Head, Clara & Maria
(Municipality)

Per: _____

(Witness)

(Business)

Per: _____

(Witness)

United Townships of Head, Clara & Maria Council

Request for Decision

Type of Decision									
Meeting Date	Thursday, March 23, 2023				Report Date	Wednesday, March 15, 2023			
Decision Required	X	Yes		No	Priority	X	High		Low
Direction	X	Information Only			Type of Meeting	X	Open		Closed
Report #23/03/23/1304- Inclusive Community Grants Program									

Subject: Inclusive Community Grants Program Funding Opportunity

Recommendation: That Council direct staff to submit an application for funding through the Inclusive Community Grants Program for the installation of accessible washrooms at municipal boat launches and LaCroix Park.

Resolution:

Resolution No.: 23/03/23/006

Moved by Councillor _____ and seconded by Councillor _____

WHEREAS the Inclusive Community Grants Program is accepting applications for funding for projects that will help older residents and people with disabilities participate in community life;
THEREFORE BE IT RESOLVED THAT Council of the United Townships of Head, Clara and Maria does hereby direct staff to submit an application for funding through the Inclusive Community Grants Program for the installation of accessible washrooms at municipal boat launches and LaCroix Park.

Background/Executive Summary:

Applications for the Inclusive Community Grants Program are being accepted until April 20, 2023 which provide municipalities, non-profit organizations, and Indigenous communities with up to \$60,000 for local projects that will help older residents and people with disabilities participate in community life. Projects focusing on improving opportunities for community engagement and those that support older adults to age and live at home with access to care are being prioritized.

Priorities of the program are as follow:

Priority 1: Increasing accessibility to outdoor spaces to improve older adults’ and people with disabilities’ community engagement.

Priority 2: Enhancing the supply of accessible and attainable housing to support older adults and people with disabilities to age in place, in support of the government’s broader goal to increase the housing supply.

Priority 3: Increasing the number of inclusive communities by developing Age-Friendly Community (AFC) plans that support long-term community planning to address the needs of older adults and people with disabilities.

The link to the guidelines can be found here: <https://forms.mgcs.gov.on.ca/en/dataset/on00519>.

The Program will provide up to a maximum of \$60,000, that will support up to 100% of the total eligible project costs for projects that take place between August 2023 and March 31, 2024.

This grant program may be an opportunity to have new accessible washrooms installed at the municipal boat launches and LaCroix Park, similar to the concrete washroom that was installed at Old Mackey Park. If members of Council have other projects or ideas that would fall within the guidelines of this funding opportunity, they can be considered as well.

Options:

Direct Staff to submit an application for funding through the Inclusive Community Grants Program Funding Opportunity.

Do not pass Resolution No.: 23/03/23/006 directing Staff to submit an application for funding.

Financial Considerations/Budget Impact:

This grant will cover up to 100% of eligible expenses so there will be no direct financial impacts aside from in-kind contributions of Staff time in executing the grant requirements.

Approved and Recommended by the Clerk

Crystal Fischer,
Municipal Administrator