

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 11-1041

BEING a bylaw to authorize the execution of Memorandum of Understanding Agreements between Heavy Motor Vehicle Owners and Operators and the Corporation of the Municipality of Temagami for Heavy Motor Vehicle Parking in the Temagami North Arena Parking Lot.

WHEREAS under Section 8 (1) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

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

AND WHEREAS according to Section 101 (3) of the Municipal Act, 2001, S.O., c. 25, as amended, if signs are erected on land specifying conditions on which a motor vehicle may be parked or left on the land or regulating or prohibiting the parking or leaving of a motor vehicle on the land, a motor vehicle parked or left on the land contrary to the conditions or prohibition shall be deemed to have been parked or left without consent.

AND WHEREAS the Council of the Corporation of the Municipality of Temagami deems it necessary and expedient to pass a by-law to require the execution of Memorandum of Understanding (MOU) agreement as a condition of heavy vehicles parking in the designated parking lot at the Temagami North Arena;

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami enacts as follows:

1. DEFINITIONS

For the purpose of this by-law:

- 1.1 "Driver" means every person who drives or is in actual physical control of vehicle;
- 1.2 "Heavy motor vehicle" means a commercial vehicle, including tractor trailers, or other vehicles having a weight when unloaded of three tons (2.7 metric tonnes) or more, or when loaded 5 tons (4.5 metric tonnes), but does not include an ambulance, police, fire, or emergency utility vehicle.

- 1.3 “Highway” includes a common and public highway, street, avenue, parkway, square, place, bridge, viaduct or trestle, designed and intended for, or used by the general public for the passage of vehicles, including unopened and unassumed highways;
- 1.4 “Idling of vehicle” means a vehicle not in motion whose engine is engaged.
- 1.5 “Jake Brake” means a compression braking mechanism installed on some Diesel engines. These devices are also referred to as compression release engine brakes.
- 1.6 “Municipality” means the Corporation of the Municipality of Temagami;
- 1.7 “Owner” when used with relation to a vehicle means registered owner of the subject vehicle;
- 1.8 “Park” or “parking”, when prohibited, means the standing of a vehicle, whether occupied or not, except when standing temporarily for the purpose of and while actually engaged in loading or unloading;
- 1.9 “Sign” means any sign, or any marking placed or made on any roadway, curb, sidewalk or public place, which is authorized by Council, and when required approved by the Ministry;
- 1.10 “Townsite” means the urban area known as Temagami North located on the east side of Highway 11.

2. GENERAL PROVISIONS

- 2.1 When authorized signs have been erected in the parking lot of the Temagami North Arena, no person shall park a heavy vehicle or permit a heavy vehicle to remain parked except where a duly executed Memorandum of Understanding is in place.
- 2.2 That the Mayor and the Chief Administrative Officer are hereby authorized to execute the Memorandum of Understanding (MOU) agreement attached hereto as Schedule “A” to this bylaw, with Heavy Motor Vehicle owners and drivers who are residents of Temagami upon payment of the annual fee.
- 2.3 That the number of MOUs executed shall not exceed the maximum number of parking spaces available.
- 2.4 That the fee may be revised annually by resolution of Council;
- 2.5 That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

3. PENALTIES

- 3.1 Every person who contravenes section 2.1 of this bylaw is guilty of an offence under the Municipality's Traffic and Vehicle Parking By-law and on conviction is liable to a fine as provided in the Provincial Offences Act.
- 3.2 That the municipality may terminate the MOU agreement as per the provisions outlined in the agreement attached hereto as Schedule A.

4. TITLE

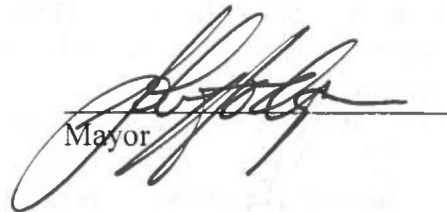
This By-Law may be cited as the "Temagami North Transport MOU By-law".

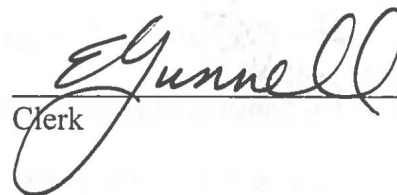
5. ENACTMENT

This By-law shall take effect on the final passing thereof.

READ A FIRST TIME this 24th day of November, 2011.

READ A SECOND AND THIRD time and finally passed this 24th day of November, 2011.


Mayor


Clerk

**Schedule "A" to
Bylaw Number 11-1041**

Memorandum of Understanding

Between the

The Municipality of Temagami

And

Name of Heavy Motor Vehicle Driver (Insert Name here)

And

Owner of Heavy Motor Vehicle (Insert Name Here)

(Terms denoted herein with initial capital letters shall have the meaning ascribed to such terms in Bylaw Number 11-1041 (a copy of which is attached hereto) unless such terms are otherwise defined or unless the context otherwise requires)

Temagami and the Owner and the Driver including another driver who drives for the Owner agree to allow the Heavy Motor Vehicle to park at the parking area adjacent to the Temagami Arena based on the following commitments in the Townsite;

1. Speed of vehicle not to exceed 30 kilometres per hour.
2. Use of Jake Brakes is prohibited in the Townsite.
3. No idling of vehicle longer than fifteen minutes in the Townsite.
4. No Parking of Heavy Motor Vehicle on any Highways in the Townsite.
5. Reefer units to be parked in area behind the arena as designated on Schedule "B".
6. Parking of Heavy Motor Vehicles shall take place in the area designated on Schedule "B".
7. Proof of insurance coverage in the amount of at least \$2,000,000 each for the pollution and remediation legal liability and general commercial liability for bodily injury to or death of any person or property damage in a form and with insurance companies satisfactory to Temagami to be provided to Temagami.
8. Repeated violations of Temagami's By-law 11-1041 and/or this agreement (three in two years) shall result in the loss of privilege to park at the arena.

9. Temagami shall provide keys to the plug-ins at the arena only to those with whom a duly executed MOU agreement is in place. The plug-ins shall be keyed alike and shall be available on a first-come-first-available-spot basis.
10. Temagami shall have a spill containment kit adjacent to the parking area that shall be keyed alike with the plug-ins to provide access to all authorized drivers.
11. The annual charge for the use of this parking area including power to use a plug-in is \$100.

This memorandum shall be in effect for one year.

Signed this day of, 20 _____.

The Corporation of the Municipality of Temagami

Per: _____
Jolin Hodgson, Mayor

Per: _____
Patrick Cormier, C.A.O.

We have authority to bind the corporation.

Driver:
(print name here)

Owner:
(print name here)