



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, November 5, 2019
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

Agenda

1. **Call to Order**

2. **Roll Call**

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

4. **Approval of Agenda**

Draft Motion

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

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

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

Draft Motion

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

- a) Regular meeting of Council – October 15, 2019; and
- b) Special meeting of Council – November 1, 2019.

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

7.1. Amendment to By-law No. 2013-052 Building Permit Fees

Owner: City of Temiskaming Shores

Purpose: The Building Code Act permits a municipality to pass by-laws requiring the payment of fees and prescribing the amount of fees. The purpose of this amendment is to seeking public input prior to consideration of amending the amounts of fees.

8. Question and Answer Period

9. Presentations / Delegations

10. Communications

- a) Raylene Martell, Municipal Clerk – Municipality of Grey Highlands

Re: Support – Continuation of Conservation Authorities

Reference: Received for Information

- b) Carman Kidd, Mayor – City of Temiskaming Shores

Re: Support Letter to Temiskaming Lodge, Jarlette Health Services

Reference: Received for Information

- c) Jennifer Astrologo, Clerk – Kingsville
Re: Support – Local Health Care Services
Reference: Received for Information

- d) Craig Reid, Senior Advisor – Association of Municipalities Ontario
Re: Investing in Canada Infrastructure Plan (ICIP) – Application Intake Open
Reference: Received for Information

- e) Matthew Wilson, Senior Advisor – Association of Municipalities Ontario
Re: Announcements by Minister of Municipal Affairs and Housing
Reference: Received for Information

- f) Tosh Gierek, Director – Ministry of Natural Resources and Forestry
Re: Environmental Registry Notice – Amendments to 3 Statutes
Reference: Received for Information

- g) Eryn Brown, Communications Services Officer – Hydro One
Re: Replacement of Wood Pole Structures in Temiskaming Shores
Reference: Received for Information

- h) Matthew Wilson, Senior Advisor – Association of Municipalities Ontario
Re: 2020 Ontario Municipal Partnership Fund Allocations Announced
Reference: Received for Information

Draft Motion

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

11. Committees of Council – Community and Regional

Draft Motion

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

- a) Minutes of the Temiskaming Shores Public Library Board meeting held on September 18, 2019;
- b) Minutes of the Temiskaming Mayors Action Group meeting held on August 24, 2019;
- c) Minutes of the Temiskaming Mayors Action Group meeting held on October 26, 2019;
- d) Minutes of the Timiskaming Health Unit Board of Health meeting held on September 11, 2019;
- e) Timiskaming Health Unit 2018 Annual Report; and
- f) Timiskaming Health Unit Quarter Three (Q3) – Report to the Board of Health.

12. Committees of Council – Internal Departments

13. Reports by Members of Council

14. Notice of Motions

15. New Business**a) Highway 11 – Two + One Pilot Project****Draft Motion**

Whereas previous resolutions have been circulated, initially for the 4 laning of Highway 11, and then requesting the development of a 2 + 1 Pilot Project somewhere between North Bay and Cochrane; and

Whereas this has led to the Ministry of Transportation of Ontario (MTO), including in the commissioning of an Operational Performance Review of the 133 km section of Highway 11 between North Bay and Temiskaming Shores, a study of the 2 + 1 highway system. The full report being released on September 3rd, 2019, showing a 40% increase in transport traffic, in recent years. It also identified that 12% of crashes on Hwy 11 resulted in 69% of fatalities over an 8 year period. The 12% were centreline crossover type crashes, which were almost always high impact and resulted in deaths; and

Whereas the report also identified that the application of the 2 + 1 road model with a median barrier would reduce fatalities by 41% and perhaps more if the model was applied to a longer section of the study area; and

Whereas the report also states that as an alternative to applying 2 + 1 to the entire study corridor, may be to conduct a 2 + 1 pilot study on a shorter section of the facility to confirm the associated road safety and operational benefits, and to gain an understanding of driver reaction to this relatively new roadway treatment in Canada; and

Whereas taking the documented results from this report and the fact that the only acceptable number of fatalities due to head on collisions is “zero”.

Now therefore be it resolved that the council of the City of Temiskaming Shores hereby petitions the Government of Canada, the Government of Ontario and the Ministry of Transportation, to utilize the positive results from the WSP study, to develop a pilot project involving a 2 + 1 roads program, somewhere between North Bay and Cochrane; and

Further, that a copy of this resolution be sent to MP Anthony Rota, MP Charlie Angus, MPP John Vanthof, MPP Vic Vedeli, the Temiskaming Municipal Association (TMA), the Temiskaming Mayors Action Group (TMAg), the Northeastern Ontario Municipal Association (NEOMA), and all municipalities in the Nipissing, Timiskaming and Cochrane Districts for their support.

b) Administrative Report LIB-001-2019 – Tender Award – Shelving – Temiskaming Shores Public Library – New Liskeard Branch

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report LIB-001-2019; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Ven-Rez Products for the supply and installation of shelving as detailed in Request for Proposal LIB-RFP-001-2019 at the Temiskaming Shores Public Library at an upset limit of \$54,497.70 plus applicable taxes for consideration at the November 5, 2019 Regular Council meeting.

- c) **Administrative Report PW-034-2019 – Annual Landfill Monitoring and Reporting for Haileybury and New Liskeard Landfill Sites – Contract Extension**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report PW-034-2019; and

That Council directs Staff to prepare the necessary by-law to amend By-law No. 2013-054 to extend the current agreement with Wood (formerly Amec Foster Wheeler) for a period of 2 years at an annual cost of \$63,608.00 for 2020 and \$65,516.00 for 2021, plus applicable taxes, for consideration at the November 5, 2019 Regular Council meeting.

- d) **Administrative Report RS-017-2019 – Investment in Canada Infrastructure Program (ICIP) Funding Application – Don Shepherdson Memorial Arena**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report RS-017-2019; and

That Council authorizes staff to submit a funding application to the Ministry of Infrastructure, Community, Culture and Recreation 2019 Intake under the Investing in Canada Infrastructure Program (ICIP) in the amount of \$1,590,929 for upgrades to the Don Shepherdson Memorial Arena including accessibility upgrades, roof replacement, lobby floor, seating and an air quality monitor with a city contribution of 26.67% or \$424,301.

- e) **January to October 2019 Year-to-Date – Capital Financial Report**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the January to October 2019 Year-to-Date Capital Financial Report for information purposes.

f) **Memo No. 029-2019-CS – Extension of Lease Agreement – Timiskaming Home Support**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 029-2019-CS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2019-010 to extend the lease with Timiskaming Home Support by an additional six (6) months (to June 30, 2020) for consideration at the November 5, 2019 Regular Council meeting.

g) **Memo No. 030-2019-CS – Rural and Northern Ontario Immigration Pilot Update**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 030-2019-CS for information purposes;

That Council further acknowledges that the City of North Bay has been approved as a pilot site under the Rural & Northern Immigration Pilot program; and

That the City of Temiskaming Shores had partnered with the City of North Bay; however, their approval does not include the City of Temiskaming Shores.

h) **Memo No. 031-2019-CS – Transforming and Modernizing the Delivery of Ontario's Building Code Services**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 031-2019-CS; and

Whereas the Province of Ontario has legislated in the *Building Code Act* that **“the council of each municipality is responsible for the enforcement of this Act in the municipality”** and **“the council of each municipality shall appoint a chief building official and such inspectors as are necessary for the enforcement of this Act in the areas in which the municipality has jurisdiction”**; and

Whereas the council of a municipality may pass by-laws applicable to the matters for which and in the area in which the municipality has jurisdiction for the enforcement of this Act; and

Whereas the Province has asked local governments to find efficient and cost-effective ways to deliver municipal services is now asking these same municipalities to collect a tax on their behalf to create a new Delegated Administrative Authority to deliver services that have historically been the responsibility of the Ontario Government; and

Whereas Premier Ford stated in his keynote address at the Association of Ontario Municipalities 2019 Conference that **“we can’t continue throwing money at the problem (broken systems) as our predecessors did, into top-down, big government schemes.”** - that is neither compassionate nor sustainable; and

Whereas alternative methods of building administration and enforcement have been proposed in this consultation that remove municipal authority but not associated liability;

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby requests that the Province of Ontario research their own efficient and cost effective means to deliver their services, or work with other building sector groups that, for the past fifteen years, have been filling the voids as the Ministry of Municipal Affairs and Housing has severely reduced its service delivery role, or provide evidence based justification to municipalities that the creation of a new Delegated Administrative Authority is necessary prior to any legislative changes to the *Building Code Act*, with regard to building service delivery, are introduced in the Legislature; and

Further be it resolved that a copy of this resolution be sent to The Honourable Doug Ford, Premier of Ontario, the Honourable Jim McDonnell, Parliamentary Assistant for the Ministry Municipal Affairs and Housing, the Associations of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM) and all Ontario Municipalities for their consideration.

- i) **Administrative Report No. CS-060-2019 – Vesting of TAC Property – 54-18-030-007-153.00**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report CS-060-2019; and

That Council for the City of Temiskaming Shores directs staff to proceed with the Notice of Vesting for Roll 5418 030 007 15300.

j) Administrative Report No. CS-061-2019 – Agreement with Culinary Tourism Alliance

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report CS-061-2019; and

That Council directs staff to prepare the necessary by law to enter into an agreement with the Culinary Tourism Alliance for the implementation of an enhanced Culinary program as part of the Lake Temiskaming Tour at an upset limit of \$115,612.50 plus applicable taxes for consideration at the November 5, 2019 Regular Council meeting.

k) Administrative Report No. CS-062-2019 – Lease Agreement with Dr. Nicole Currie – Haileybury Medical Centre

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report CS-062-2019; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Dr. Nichole Currie for space at the Haileybury Medical Centre for consideration at the November 5, 2019 Regular Council meeting.

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2019-168 Being a by-law to amend By-law No. 2013-054, as amended being a by-law to enter into an Agreement with Wood (formerly AMEC Environmental and Infrastructure) for the Groundwater Monitoring at the Haileybury and New Liskeard Landfill Sites – 2 Year Extension

By-law No. 2019-169 Being a by-law to amend By-law No. 2019-010, as amended being a by-law to authorize the entering into a Lease Agreement with the Timiskaming Home Support for the use of space at the Shelly Herbert-Shea Memorial Arena – Lion’s Den

By-law No. 2019-170 Being a by-law to enter into an agreement with Ven-Rez Products Ltd. for the supply and installation of shelving at the Temiskaming Shores Public Library – New Liskeard Branch

By-law No. 2019-171 Being a by-law to enter into an agreement with Culinary Tourism Alliance for the implementation of a food tourism strategy for enhancing the Lake Temiskaming Tour / Tour du lac Témiscamingue

By-law No. 2019-172 Being a by-law to authorize the entering into a Lease Agreement with Dr. Nichole Currie for the rental of space at the Haileybury Medical Centre

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that

By-law No. 2019-168;

By-law No. 2019-169;

By-law No. 2019-170;

By-law No. 2019-171; and

By-law No. 2019-172;

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

17. Schedule of Council Meetings

a) Regular – Tuesday, November 19, 2019 at 6:00 p.m.

b) Regular – Tuesday, December 3, 2019 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2019-173 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special meeting held on **November 1, 2019** and its Regular meeting held on **November 5 2019** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2019-173 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

21. Adjournment

Draft Motion

Be it resolved that City Council adjourns at _____ p.m.

Mayor – Carman Kidd

Clerk – David B. Treen



**The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, October 15, 2019
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive**

Minutes

1. Call to Order

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

2. Roll Call

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

Present: Christopher W. Oslund, City Manager
David B. Treen, Municipal Clerk
Doug Walsh, Director of Public Works
Tammie Caldwell, Director of Recreation
Mathew Bahm, Director of Recreation
Shelly Zubyck, Director of Corporate Services
Tim Uttley, Fire Chief
James Franks, Economic Development Officer

Regrets: None

Media: Diane Johnston, Temiskaming Speaker
Bill Buchberger, CJTT 104.5 FM

Members of the Public Present: 1

3. Review of Revisions or Deletions to Agenda

None.

4. Approval of Agenda

Resolution No. 2019-541

Moved by: Councillor Jelly
Seconded by: Councillor Foley

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None.

6. Review and adoption of Council Minutes

Resolution No. 2019-542

Moved by: Councillor Laferriere
Seconded by: Councillor McArthur

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

a) Regular meeting of Council – October 1, 2019.

Carried

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

None.

8. Question and Answer Period

None.

9. Presentations / Delegations

a) Mayor Carman Kidd

Re: Retirement – Tammie Caldwell

Mayor Kidd indicated that over the years there have been some very interesting discussions and situations to deal with as part of recreation services with most being resolved amicably. Matthew (Baum) has some big shoes to fill.

Mayor Kidd noted that he would probably still come in and find Tammie roaming the halls, for a while as she will find it hard to stay away, and I'm sure that she will miss many aspects of her job here.

Mayor Kidd conveyed best wishes to Tammie and her family with her retirement, and Council hopes that she can enjoy her well deserved retirement years with her family and friends.

On behalf of council, Mayor Kidd presented Tammie with a small gift and invited the rest of council to join him in this presentation.

10. Communications

- a) Julie Robinson, District Planner - MNR

Re: ANSI – New Liskeard Exposure Ordovician

Reference: Received for Information

- b) Association of Municipalities of Ontario

Re: AMO Board highlights and Policy Items

Reference: Received for Information

- c) Association of Municipalities of Ontario

Re: AMO Report to Attorney General – liability and insurance cost reforms

Reference: Motion to be presented under New Business

- d) Association of Municipalities of Ontario

Re: Ontario Gas tax for Transit Program / Ontario Community Infrastructure Fund (OCIF)

Reference: Received for Information

e) Monica Hawkins, Clerk – Municipality of East Ferris

Re: Support – Provision of Child Care at conferences

Reference: Received for Information

Resolution No. 2019-543

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2019-544

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

- a) Minutes of the New Liskeard Business Improvement Area Board meeting held on September 5, 2019; and
- b) Minutes of the Temiskaming Transit Committee meeting held on September 18, 2019.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2019-545

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

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

- a) Minutes of the Building Maintenance Committee meeting held on September 19, 2019; and
- b) Minutes of the Public Works Committee meeting held on September 19, 2019.

Carried

13. **Reports by Members of Council**

Councillor Jelly reported on the following:

- **OPSB:** Attended the board meeting and labour seminar last week. Nothing specific to report back on, was a good meeting and still waiting on movement on the Police Services Act – certain parts of the Act will be passed from time to time.

Councillor Whalen reported on the following:

- **Building Services:** Attended MAH in North Bay, serious concerns with Ministries proposal for the establishment of an administrative authority to funded through an additional fee as part of the building permit process. Encourage our CBO to remain on top of this proposal.

Councillor McArthur reported on the following:

- **HiBy Arena:** Attended the renaming ceremony for the Haileybury Arena to the Shelly Herbert-Shea memorial Arena on Saturday, October 12, 2019. Haileybury Figure Skating Club hosted and put on a great show with a good turnout.

14. **Notice of Motions**

None.

15. **New Business**

a) **Support – On-Site Septic Re-inspections**

Resolution No. 2019-546

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Whereas the Federation of Ontario Cottagers' Association has released their latest report "Septic Re-inspection Programs in Ontario: A Guide for Lake Associations"; and

Whereas this municipality has serious concerns over current available septic re-inspection information; and

Whereas numerous companies already perform a septic pumping service and could easily perform an additional service by simply filing out a three part one

page report with one copy going to the homeowner, one to the municipality, and one for their own records. This would develop an ongoing database from which septic re-inspection programs could be generated. This report could include requirements such as a visual inspection by the operator on type of system, time, date, location, and noticeable system problems.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby endorses such a mandatory reporting system and that letters be sent requesting support for this initiative to the following; Anne Egan, President of the Ontario Onsite Wastewater Association; John FitzGibbon, Professor, University of Guelph; Liz Huff, Director, Rural Ontario Municipal Association; Terry Rees, Executive Director, Federation of Ontario Cottagers' Association; Christine Elliott, Minister, Ontario Ministry of Health; John Vanthof, MPP Timiskaming-Cochrane and FONOM.

Carried

b) Seniors School Tax Rebate Program

Resolution No. 2019-547

Moved by: Councillor Whalen
Seconded by: Councillor Laferriere

Whereas the Northern Policy Institute Northern Projections publication of July 2019 shows relevant data for the District of Timiskaming; and

Whereas this data shows that the District of Timiskaming population has declined from 40,307 in 1986 to 32,251 in 2016 with further population decline to 28,902 projected for 2041; and

Whereas as the District of Timiskaming data shows populations aged 65 and over are the only population steady or declining at a slower pace; and

Whereas the financial burden for health care services rates as one of the greatest growth areas for populations over 65 years of age; and

Whereas it has been repeatedly stated in numerous reports that it is most cost effective and healthier to have seniors remain in their private residence; and

Whereas municipal property tax burden is becoming increasingly difficult for the senior population who remain in their private residence to carry; and

Whereas it is assumed seniors are the population base least expected to use the education system in Ontario.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby petitions the Minister of Finance for the Province of Ontario to

investigate education tax credits based on the same criteria used by the Province of Manitoba under their Seniors School Tax Rebate; and

Furthermore, that a copy of this resolution be forwarded to the Minister of Education, Stephen Lecce; the Minister of Seniors and Accessibility, Raymond Cho; the Minister of Finance, Rod Phillips; the Temiskaming Municipal Association, the Federation of Northern Ontario Municipalities and the Association of Municipalities Ontario.

Carried

c) Growing Municipal Liability and Insurance Costs – Support of AMO Report

Resolution No. 2019-548

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Whereas despite the enormous improvements to safety, including new standards for playgrounds, pool safety, and better risk management practices municipal insurance premiums and liability claims continue to increase significantly; and

Whereas it is entirely unfair to ask property taxpayers to carry the lion's share of a damage award when a municipality is found at minimal fault or to assume responsibility for someone else's mistake; and

Whereas municipalities have become focal points for litigation when other defendants do not have the means to pay and municipalities are forced to pay, for both in and out of court settlements; and

Whereas municipal governments cannot afford to be the insurer of last resort, in part joint and several liability is fueling exorbitant increases in municipal insurance premiums; and

Whereas joint and several liability is problematic not only because of the disproportioned burden on municipalities that are awarded by courts, it is also the immeasurable impact of propelling municipalities to settle out of court to avoid protracted and expensive litigation for amounts that may be excessive, or certainly represent a greater percentage than their degree of fault.

Now therefore the Council of the City of Temiskaming Shores hereby endorses the Association of Municipalities Ontario report entitled "*Towards a Reasonable Balance – Addressing growing municipal liability and insurance costs*" and hereby petitions the Office of the Attorney General to endorse the recommendations contained in the AMO Report; and

Furthermore, that a copy of this resolution be sent to the Honourable Doug Downey, Minister of the Attorney General, the policy branch of the Attorney General and AMO.

Carried

d) Administrative Report PW-033-2019 – Tender Award – Office Furniture – Temiskaming Shores Library – New Liskeard Branch

Resolution No.2019-549

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report PW-033-2019; and

That Council approves the New Liskeard Library Office Furniture purchase, as detailed in Request for Quotation, PW-RFQ-006-2019, and directs staff to prepare the necessary by-law to enter into an agreement with Temiskaming Office Pro at an upset limit of \$30,639.00 plus applicable taxes for consideration at the October 15, 2019 Regular Council meeting.

Carried

e) Administrative Report No. CS-058-2019 – Shared Building Services Agreement – Municipality of Temagami

Resolution No.2019-550

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-058-2019; and

That Council directs staff to prepare the necessary by-law to enter into a shared services agreement with the Municipality of Temagami for consideration at the October 15, 2019 Regular Council meeting.

Carried

f) Administrative Report No. CS-059-2019 – Update – Municipal Accommodation Tax

Resolution No.2019-551

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-059-2019; and

That Council supports the request by local accommodation stakeholders to present their combined comments to Council on this topic at an upcoming meeting.

Carried

g) Memo No. 004-2019-PPP – Request for Ministry of Municipal Affairs and Housing Presentation

Resolution No. 2019-552

Moved by: Councillor Jelly
Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 004-2019-PPP; and

That Council hereby authorizes the Community Emergency Management Coordinator (CEMC), to extend an invitation to Ministry of Municipal Affairs and Housing, requesting a Municipal Advisor attend the City of Temiskaming Shores on October 28th, 2019 and present an information session on the Ministry's Ontario Disaster Recovery Assistance Program (ODRAP) to the City's Municipal Emergency Control Group.

Carried

h) Memo No. 005-2019-PPP – Amendment to By-law No. 2015-015 to extend Agreement with City of Timmins for Fire Dispatch

Resolution No. 2019-553

Moved by: Councillor McArthur
Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 005-2019-PPP; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-015 being a by-law to enter into an Agreement with the Corporation of the City of Timmins for the provision of a Twenty-Four (24) hour Emergency Fire Call Response System for a two-year extension subject to the conditions as outlined in Appendix 01 for consideration at the October 15, 2019 Regular Council meeting.

Carried

16. By-laws

Resolution No. 2019-554

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2019-163 Being a by-law to amend By-law No. 2013-052 being a by-law to regulate Construction, Demolition, Change of Use, Inspections, Permits and associated Fees

By-law No. 2019-164 Being a by-law to enter into an agreement with Temiskaming Office Pro for purchase and installation of Office Furniture for the Temiskaming Shores Public Library – New Liskeard Branch

By-law No. 2019-165 Being a by-law to amend By-law No. 2015-015, as amended being a by-law to enter into an agreement with the Corporation of the City of Timmins for the provision of a Twenty-Four (24) hour Emergency Fire Call Response System

By-law No. 2019-166 Being a by-law to enter into an Agreement between the City of Temiskaming Shores and the Municipality of Temagami for Chief Building Official and Building Inspector Services

be hereby introduced and given first and second reading.

Carried

Resolution No. 2019-555

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that

By-law No. 2019-164;

By-law No. 2019-165; and

By-law No. 2019-166

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

Carried

17. Schedule of Council Meetings

- a) Regular – Tuesday, November 5, 2019 at 6:00 p.m.
- b) Regular – Tuesday, November 19, 2019 at 6:00 p.m.

18. Question and Answer Period

None.

19. Closed Session

Resolution No. 2019-556

Moved by: Councillor Laferriere
Seconded by: Councillor Foley

Be it resolved that Council agrees to convene in Closed Session at 6:45 p.m. to discuss the following matters:

- a) **Adoption of the September 17, 2019 – Closed Session Minutes;**
- b) **Under Section 239 (2) (k) of the Municipal Act, 2001 – a plan to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality – Northern College (Library Services);**

Carried

Resolution No. 2019-557

Moved by: Councillor Laferriere
Seconded by: Councillor Whalen

Be it resolved that Council agrees to rise with report from Closed Session at 6:54 p.m.

Carried

Matters from Closed Session:

- a) **Adoption of the September 17, 2019 – Closed Session Minutes**

Resolution No. 2019-558

Moved by: Councillor McArthur
Seconded by: Councillor Foley

Be it resolved that Council approves the June 18, 2019 Closed Session Minutes as printed.

Carried

b) Under Section 239 (2) (k) of the Municipal Act, 2001 – a plan to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality – Northern College (Library Services)

Staff provided Council with an update.

20. Confirming By-law

Resolution No.2019-559

Moved by: Councillor Foley
Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2019-167 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on **October 15 2019** be hereby introduced and given first and second reading.

Carried

Resolution No.2019-560

Moved by: Councillor McArthur
Seconded by: Councillor Foley

Be it resolved that By-law No. 2019-167 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2019-561

Moved by: Councillor Laferriere
Seconded by: Councillor McArthur

Be it resolved that City Council adjourns at 6:56 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen



**The Corporation of the City of Temiskaming Shores
Special Meeting of Council
Friday, November 1, 2019
12:01 P.M.**

City Hall – Council Chambers – 325 Farr Drive

Minutes

1. Call to Order

The meeting was called to order by Mayor Carman Kidd at 12:04 p.m.

2. Roll Call

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

Present: David B. Treen, Municipal Clerk
Steve Burnett, Technical & Environmental Compliance Coordinator
James Franks, Economic Development Officer

Regrets: Councillor Patricia Hewitt

Media: Diane Johnston, Temiskaming Speaker

Members of the Public Present: 0

3. Review of Revisions or Deletions to Agenda

None.

4. Approval of Agenda

Resolution No. 2019-562

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

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

Carried

5. Declaration of Special Council Meeting

Resolution No. 2019-563

Moved by: Councillor Jelly
Seconded by: Councillor McArthur

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

Carried

6. Disclosure of Pecuniary Interest and General Nature

None.

7. New Business

a) Memo No. 017-2019-PW – Grant Drive/Hwy 65 E Intersection Cost Sharing Agreement

Resolution No. 2019-564

Moved by: Councillor Jelly
Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 017-2019-PW;

That Council approves entering into a formal Cost Sharing Agreement with the MTO as per the discussions held on October 23rd whereby the Ministry has agreed to pay 100% of the Design costs, 100% of the Construction Administration costs and 50% of the Construction costs of the Highway 65E – Grant Drive Intersection with Project GWP 5041-17-00, with an estimated construction date of 2022;

That Council acknowledges that the Ministry will retain the services of a third-party Consultant, for the design of the works required at the Highway 65E – Grant Drive Intersection; and

That Council hereby authorizes staff to negotiate an Agreement with the third-party Consultant for the design of Grant Drive extension to coincide with the Highway 65E intersection work, which will be at a cost of 100% to the City.

Carried

b) Memo No. 018-2019-PW – Release of Tender – Dymond Water Linking Project – Phase 2 & 3

Resolution No. 2019-565

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 018-2019-PW; and

That Council approves the release of Tender Documents for the construction of Phase 2 & 3 of the Dymond Water Linking Project.

Carried

c) Memo No. 019-2019-PW – Investing in Canada Infrastructure Program – Green Stream – Rehabilitation of Haileybury Wastewater Treatment Plant

Resolution No. 2019-566

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 019-2019-PW; and

That Council identifies the rehabilitation of the Haileybury Wastewater Treatment Plant including the implementation of a UV disinfection process and electrical upgrades; and

That Council hereby authorizes staff to apply for funding under the Green Stream of the Investing in Canada Infrastructure Program.

Carried

8. Adjournment

Resolution No. 2019-567

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 12:21 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen



**The Corporation of the Municipality of
Grey Highlands**

206 Toronto Street South, Unit 1, Box 409
Markdale, ON N0C 1H0
Tel.: 519-986-1216

October 02, 2019

The Honourable Jeff Yurek
Minister of the Environment, Conservation and Parks
5th Floor 777 Bay St.
Toronto, ON M7A 2J3

Sent via email: jeff.yurek@pc.ola.org

To Minister Yurek,

Re: Grey Highlands Resolution 2019-603

Please be advised that the following resolution was passed at the October 02, 2019 meeting of the Council of the Municipality of Grey Highlands.

2019-603

Cathy Little, Dane Nielsen

Whereas the Municipality of Grey Highlands is a member of the Grey Sauble Conservation Authority (GSCA), the Nottawasaga Valley Conservation Authority (NVCA) and the Saugeen Valley Conservation Authority (SVCA) and has a representative on each board of directors; and

Whereas each board of directors determines the policies, priorities and budget of their respective Conservation Authority (CA); and

Whereas each CA provides the Municipality of Grey Highlands with expert advice on the environmental impact of land use planning proposals and that the Municipality does not have staff with comparable expertise or experience; and

Whereas the CAs provide programs and services to the residents of Grey Highlands and other member municipalities that include recreation, education, water quality monitoring, reduction of vegetation loss and soil erosion, preservation of species at risk as well as protecting life and property through a variety of measures;

Therefore be it resolved that the Municipality of Grey Highlands supports continuation of the programs and services of the three CAs, both mandatory and non-mandatory, and that no programs or services of GSCA, NVCA and SVCA or of other CAs in Ontario be "wound down" at this time; and

That the Minister of Environment, Conservation and Parks give clear direction as to what programs and services are considered mandatory and non-mandatory and how those programs will be funded in the future; and

That this resolution be forwarded to the Minister of the Environment, Conservation and Parks, Premier Doug Ford, MPP Bill Walker, the Association of Municipalities of Ontario, the Grey Sauble Conservation Authority, the Nottawasaga Valley Conservation Authority, the Saugeen Valley Conservation Authority, Conservation Ontario and all Ontario municipalities.

CARRIED.

If you require anything further, please contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Raylene Martell".

Raylene Martell
Director of Legislative Services/Municipal Clerk
Municipality of Grey Highlands

Cc:

Premier Doug Ford – premier@ontario.ca

MPP Bill Walker – bill.walker@pc.ola.org

Association of Municipalities of Ontario – amo@amo.on.ca

Grey Sauble Conservation Authority – d.robinson@greysauble.on.ca

Nottawasaga Valley Conservation Authority – hferguson@nvca.on.ca

Saugeen Valley Conservation Authority – j.hagan@svca.on.ca

Conservation Ontario – info@conservationontario.ca

Ontario Municipalities

October 16, 2019

Ministry of Long-Term Care
Long-Term Care Operations Division
11th Floor, 1075 Bay Street
Toronto, ON M5S 2B1

Re: Letter of support – Temiskaming Lodge, Jarlette Health Services

As Mayor of the City of Temiskaming Shores, I welcome this opportunity to provide this letter of support for additional long-term care beds, in our area. With our aging population, and existing wait times to receive long term care services, the time has never been so critical, as right now, to provide for additional facilities, to meet this demand.

The Temiskaming Lodge has been an integral provider of long term care services within our community for 38 years. Their commitment to our region is demonstrated by a successful redevelopment application in 2018, with plans to start the rebuilding project in early 2020. The additional 46 beds gained from that application will assist us in meeting the needs of people in our community, relieving pressure on ALC beds and caregiver burnout. My wife is soon retiring from over 45 years of nursing, and has lived the increasing wait lists for more long term care beds, in order to provide quality care services to our residents.

I am quite aware of the creative and innovative strides that the Temiskaming Lodge has taken to identify gaps in the system, which have ultimately reduced hallway healthcare, such as on-site intravenous therapy and ECG monitoring. Additionally, Temiskaming Lodge has been an active leader to assist with community healthcare needs by participating at the local Health Link table.

Our council has built a strong partnership over the years with the Temiskaming Lodge, one of mutual respect and gratitude for the services that their well qualified staff provide. I enjoy taking every opportunity to join them, in celebrating their milestones, and participating in special birthday parties and other annual events for their patients.

We also work closely with the Timiskaming Hospital and other service providers, and strive to do whatever we can to eliminate the overcrowding in our health care system. Our Council looks forward to assisting the Temiskaming Lodge, in this very much needed building project, in any way that we can. We are very excited to be a part of this exciting development.

Sincerely

A handwritten signature in cursive script, appearing to read "Carman Kidd". The signature is written in black ink and is positioned below the word "Sincerely".

Carman Kidd
Mayor



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

SENT VIA EMAIL

October 25, 2019

The Honourable Doug Ford, Premier
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Dear Premier Ford:

RE: LOCAL HEALTH CARE SERVICES

At its Regular Meeting held on October 15, 2019 Council of the Town of Kingsville passed the following Resolution:

"533-2019

Moved By Councillor Kimberly DeYong
Seconded By Councillor Larry Patterson

WHEREAS public health care consistently ranks as the top priority in public opinion polls, and;

WHEREAS Public Health provides vital health promotion and prevention services based on the unique demographic and economic, social, and cultural needs of our communities; and;

WHEREAS the evidence from hospital amalgamation in Ontario and across Canada is that they have cost billions of dollars and have not yielded the promised administrative savings but have taken money away from frontline care, and;

WHEREAS there is no evidence to support the proposed closure of 25 out of 35 local Public Health Units, the closure of 12 of 22 local ambulance dispatch centres, and the closure of 49 out of 59 local ambulance services, and;

WHEREAS there is a deep consensus among virtually all stakeholders that increasing acuity in our long-term care homes requires additional staff and resources, not

cancellation of the two special funds and real dollar cuts to per diem funding of our long-term care homes, and;

WHEREAS our local hospitals have been downsized for an entire generation and cannot meet population needs while sustaining real dollar cuts to hospital global budgets.

THEREFORE BE IT RESOLVED:

That The Corporation of the Town of Kingsville calls upon the Ontario government to halt the closures of, mergers of, and cuts to our local health care services including Public Health Units, land ambulance services, hospitals and long-term care homes and the Town of Kingsville forward this resolution to all municipalities in the Province of Ontario.”

Yours very truly,

A handwritten signature in blue ink that reads "Jastrologo". The signature is written in a cursive, flowing style.

Jennifer Astrologo, B.H.K. (Hons), LL.B.
Director of Corporate Services/Clerk
Corporate Services Department
jastrologo@kingsville.ca

cc: Association of Municipalities of Ontario (AMO)
cc: All Ontario Municipalities
cc: Taras Natyshak, MPP
cc: Windsor-Essex County Health Unit

October 29, 2019

First Investing in Canada Infrastructure Plan (ICIP) Green Stream Application Intake Open

As AMO reported to members through [@AMOPolicy](#) on October 25, 2019, applications are now open for the ICIP Green Stream in Ontario. With this intake, all federal ICIP streams have been opened in the province.

In this first intake, municipal governments serving up to 100,000 residents can apply for funding for critical water, wastewater and stormwater rehabilitation and replacement projects focused on health and safety improvements to a maximum of \$3 million in eligible costs. First Nations governments serving under 100,000 residents and Local Services Boards that own water, wastewater and stormwater infrastructure are also eligible, as are Conservation Authorities and not-for-profits on a case-by-case basis.

The present intake provides up to \$200 million in Green Stream funding. AMO understands that the Minister of Infrastructure has written to Heads of Council of eligible municipal governments with additional details including maximum project funding allocations and directions on how to apply. Ontario anticipates launching a subsequent Green Stream intake in 2020, which could focus on other emerging priorities for water, wastewater and stormwater projects and/or climate change and disaster mitigation.

Applications are due on January 22, 2020 for provincial review and nomination to the federal government. Eligible members should consult the [Transfer Payment Ontario](#) website for program guidelines and application rules or email ICIPGreen@ontario.ca with any questions.

AMO Contact:

Craig Reid, Senior Advisor, creid@amo.on.ca, 416-971-9856 ext. 334.

*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.

October 25, 2019

Announcement by the Minister of Municipal Affairs and Housing

This morning, at AMO's Fall Policy Forum, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, made several [key announcements](#) of interest to municipal governments across Ontario:

- The government will provide \$125 million over 4 years to 405 small and rural municipalities. This application based funding will help municipalities conduct service delivery reviews and implement process improvements in the delivery of public services.
- For the 39 largest municipalities, the provincial government will provide \$6 million annually to 2022-23 to increase effectiveness and reduce costs by supporting line-by-line reviews, audits and other service reviews.
- The government will begin consultations on aligning the provincial and municipal fiscal years. Currently, the municipal fiscal year in Ontario begins on January 1, while the provincial fiscal year begins on April 1. AMO look forward to working with the province to see if aligning the provincial and municipal budget years makes sense. It should create greater certainty as we establish our budgets.
- It is proposed that responsibility for the voters list shift from the Municipal Property Assessment Corporation to Elections Ontario. This would replace two voters lists (provincial and municipal) with one list for both elections. AMO's priority is ensuring that people are able and encouraged to vote. We will work with Elections Ontario to ensure that happens.
- On the issue of the regional government review, the Minister announced that there would be no forced amalgamations. The government will provide municipalities with resources to support local decision-making and will not be "pursuing a top-down approach." AMO believes the province has listened to municipalities and concluded that municipalities are best positioned to determine their own governance.

Residents and taxpayers expect the province and municipalities to work together. Today's announcement is an important step in the right direction. Municipalities are keen to further modernize, and the government is clearly prepared to support municipal modernization initiatives. Today's announcement helps re-set the provincial-municipal relationship.

AMO Contact:

Matthew Wilson, Senior Advisor, mwilson@amo.on.ca, 416-971-9856 ext 323.

**Ministry of Natural
Resources and Forestry**

Strategic and Indigenous
Policy Branch

Policy Division

300 Water Street
3rd Floor North
Peterborough ON K9J 3C7
Tel: 705-755-1727

**Ministre des Richesses
naturelles et des Forêts**

Direction des politiques relatives aux
stratégies et aux affaires autochtones

Division de la politique

300, rue Water
3e étage Nord
Peterborough (Ontario) K9J 3C7
Tél.: 705-755-1727



October 29, 2019

Re: Environmental Registry notice (019-0732) by the Ministry of Natural Resources and Forestry regarding proposal to amend three statutes and make a new regulation

Greetings,

The Ministry of Natural Resources and Forestry (MNRF) is proposing legislative changes to seven statutes and to make a new regulation under the *Lakes and Rivers Improvement Act*. The legislative changes are part of the proposed *Better for People, Smarter for Business Act, 2019*. If passed, these changes are intended to support the government's commitment to reduce unnecessary red tape and regulatory burden and modernize government to be simpler, faster and more cost-effective, while ensuring the sustainable use of natural resources and public health and safety are not compromised.

A proposal to amend the following three Acts and propose a new regulation is posted on the Environmental Registry.

1. *Crown Forest Sustainability Act, 1994*
2. *Oil, Gas and Salt Resources Act*
3. *Lakes and Rivers Improvement Act* and new Minister's regulation under the Act

The proposed amendments and new regulation are described below:

- Proposed amendments to the *Crown Forest Sustainability Act, 1994*, would if passed:
 - Enable the issuance of a "permit" to allow a person to remove forest resources from a Crown forest for non-forestry purposes.
 - Modernize the requirements for annual work schedules by removing the requirement for MNRF approval.
 - Enable the Minister to extend a Forest Management Plan.

- Proposed amendments to the *Oil, Gas and Salt Resources Act*, would if passed:
 - Allow future regulations to be made, where appropriate, to relieve existing activities from requirements that would apply to new activities.
 - Enable the use of a rules-in-regulation approach, or the mandatory issuance of approvals for more activities, subject to conditions and requirements that would be set out in regulation intended to streamline approvals for the specified activities.
 - Clarify the types of geological evaluation and testing activities captured by the definition of “well”.

- Proposed amendments to the *Lakes and Rivers Improvement Act*, would if passed:
 - Create a new Minister’s regulation-making authority in the Lakes and Rivers Improvement Act to allow the Minister to require some owners of electricity-producing dams to, where necessary, assess, monitor and report on methyl mercury related impacts to water and fish.
 - Amend an existing authority to incorporate guidelines by reference in the regulations.

Regulation Proposal

- If the proposed Lakes and Rivers Improvement Act legislative amendment is passed, the ministry proposes to develop a subsequent Minister’s regulation that if made, would require some dam owners of electricity-producing dams to, where necessary, assess, monitor and report on mercury levels in surface water and/or fish tissue. We are also seeking comments on this proposed regulation via this notice.

Owners of the twelve existing dams that currently have mercury assessment, monitoring and reporting requirements established through Ministry of Environment, Conservation and Parks issued Permits to Take Water, would, if the regulation is made, continue these requirements under the authority of the Lakes and Rivers Improvement Act and reporting would be to the Ministry of Natural Resources and Forestry. Each of these twelve Permits to Take Water were subject to consultation prior to their issuance.

New or significantly redeveloped electricity-producing dams may, if the regulation is made, require assessment, monitoring and reporting of mercury, where there is a new or expanded head pond area and/or where there are identified risks associated with human consumption of fish.

The Ministry of Environment, Conservation and Parks is concurrently consulting on a proposal to amend the Ontario Water Resources Act Permit to Take Water requirements for electricity-producing facilities. For more information, please visit <https://ero.ontario.ca> and enter 019-0545 in the search to view this Environmental Registry notice.

In addition, there are other administrative and housekeeping changes proposed for the *Crown Forest Sustainability Act, 1994* and the *Oil, Gas and Salt Resources Act*.

All proposed changes to MNRF statutes appear in the proposed *Better for People, Smarter for Business Act, 2019*, which can be found through the following link to the Bill on the Legislative Assembly, <https://www.ola.org/en/legislative-business/bills/parliament-42/session-1/bill-132> .

MNRF recognizes that this proposal may be of interest to you. To view the Environmental Registry notice, please visit <https://ero.ontario.ca> and enter 019-0732 in the search.

Proposed changes to the *Aggregate Resources Act* are also included in the proposed *Better for People, Smarter for Business Act, 2019* and are the subject of a separate registry proposal posting. For more information, please visit Environmental Registry of Ontario and enter 019-0556 in the search. Please note the posting related to proposed changes to the *Aggregate Resources Act* will close on November 4, 2019.

We invite you to contact Tigist Abebe at 416-314-0961 or SIPB@ontario.ca with any questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'T. Gierak', written in a cursive style.

Tosh Gierak
A/Director
Strategic and Indigenous Policy Branch
Policy Division

Hydro One Networks Inc.
Public Affairs
483 Bay Street
South Tower, 6th Floor
Toronto, Ontario, M5G 2P5
www.HydroOne.com

Tel: 1-877-345-6799
Email: Community.Relations@HydroOne.com



October 25, 2019

Mayor Carman Kidd
City of Temiskaming Shores
325 Farr Drive
Haileybury, ON P0J 1K0

Re: Replacement of Wood Pole Transmission Structures located in the City of Temiskaming Shores, Township of Evanturel, and Township of Harley

Dear Mayor Kidd:

This letter is to inform you that Hydro One Networks Inc. (Hydro One) is initiating a Class Environmental Assessment (EA) to refurbish approximately 17 structures along the existing 115 kilovolt (kV) transmission line on Circuit D3K in the City of Temiskaming Shores, Township of Evanturel and the Township of Harley. The maps provided show an overview of the entire project area and a local view of the structures to be replaced in your community.

This project has been identified for replacement through Hydro One's annual wood pole testing program, as some of the wood poles have reached their end-of-life. Replacing damaged and aging structures will ensure the continued reliability and integrity of the transmission line and electricity supply to the areas. We anticipate that this work would be carried out within the existing transmission corridors, with no new corridors being required. Where possible, access to the transmission structures would be gained using existing roads and trails. There would be very little noticeable difference in the transmission line after the project has been completed.

This type of project is considered routine maintenance work with relatively minor effects, and are subject to the Class Environmental Assessment for Minor Transmission Facilities (Hydro One, 2016), in accordance with the *Ontario Environmental Assessment Act*. The Class EA is a streamlined planning process that has proven effective in ensuring that minor transmission projects that have a predictable range of effects have feasible environmental mitigation and/or protection measures in place. The Class EA process contains screening provisions that may apply to this project.

Contingent on the outcome of the Class EA, the replacement of wood poles may begin as early as January 2020 and be completed by the end of 2020.

As per the request of the Minister of the Environment, Conservation and Parks, information regarding the *Freedom of Information and Protection of Privacy Act* is included and can be viewed below.

Hydro One Networks Inc.
Public Affairs
483 Bay Street
South Tower, 6th Floor
Toronto, Ontario, M5G 2P5
www.HydroOne.com

Tel: 1-877-345-6799
Email: Community.Relations@HydroOne.com



If you have any questions, or would like additional information regarding this project, please feel free to contact me at (416) 345-6799, or Community.Relations@HydroOne.com. Information regarding this project will also be available on our project website at www.hydroone.com/woodpoles. Your input for this project is valued and would be appreciated by November 22, 2019.

Sincerely,

A handwritten signature in blue ink that reads "Eryn Brown".

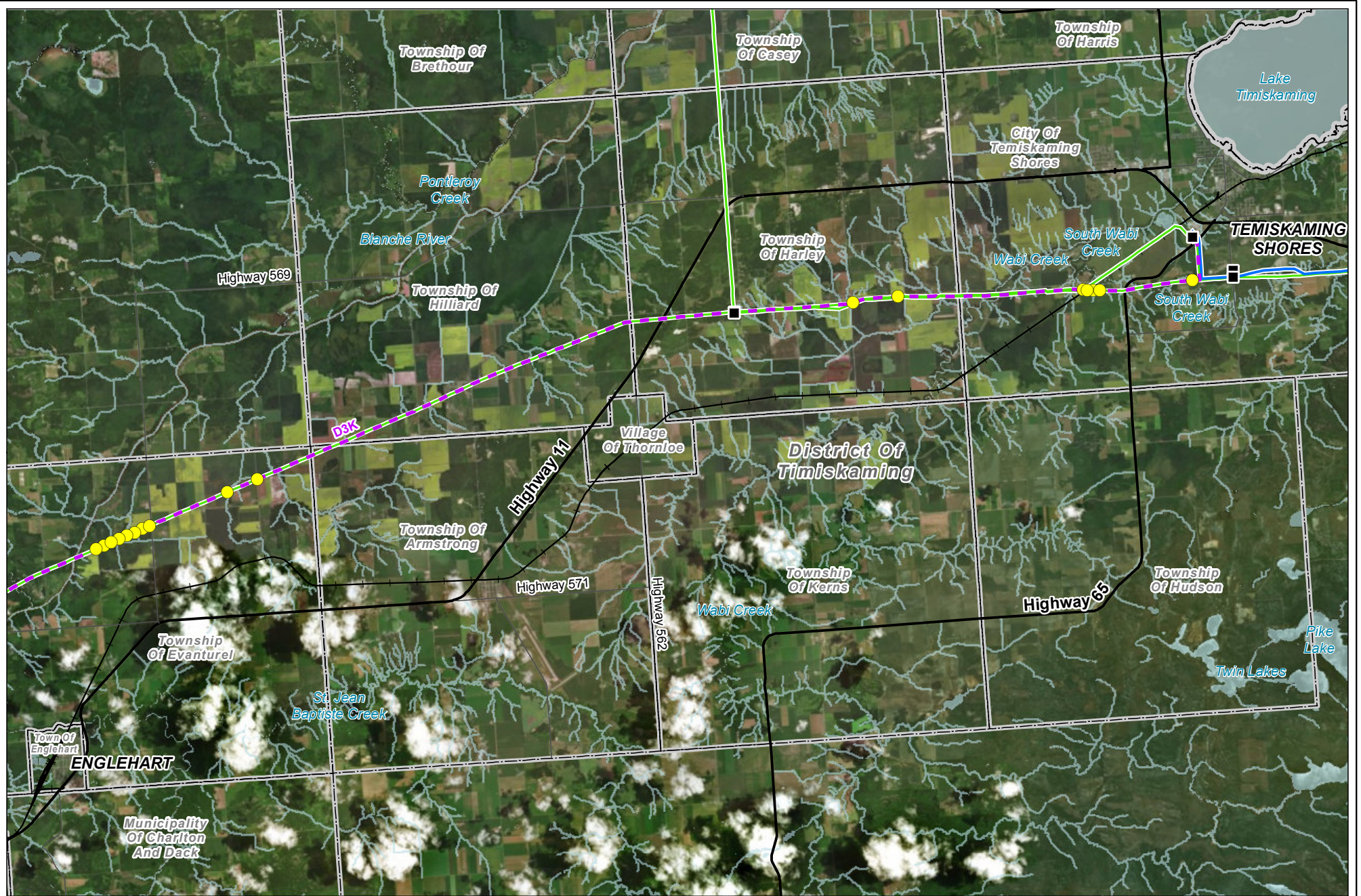
Eryn Brown
Communication Services Officer
Community Relations
Hydro One Networks Inc.

Enclosed (2)

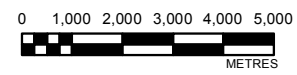
CC: Mr. David Treen, Municipal Clerk – City of Temiskaming Shores
Mr. Christopher Oslund, City Manager – City of Temiskaming Shores

Freedom of Information and Protection of Privacy Act

All personal information included in a submission – such as name, address, telephone number and property location – is collected, maintained and disclosed by the Ministry of the Environment, Conservation and Parks for the purpose of transparency and consultation. The information is collected under the authority of the *Environmental Assessment Act* or is collected and maintained for the purpose of creating a record that is available to the general public as described in s. 37 of the *Freedom of Information and Protection of Privacy Act*. Personal information you submit will become part of a public record that is available to the general public unless you request that your personal information remain confidential. For more information, please contact the Ministry of the Environment, Conservation and Parks' Freedom of Information and Privacy Coordinator at 416-327-1434.



- LEGEND**
- Wood Pole Replacement (Approximate Work Area)
 - Existing Station or Junction
 - 115 kV Transmission Line (Circuit D3K)
 - 115 kV Transmission Line
 - 230 kV Transmission Line
 - Highway
 - Road
 - + Railway
 - Municipal Boundary
 - Water



1:150,000



PROJECT
2020 WOOD POLE REPLACEMENT PROJECT - CIRCUIT D3K

TITLE
GENERAL AREA OVERVIEW MAP

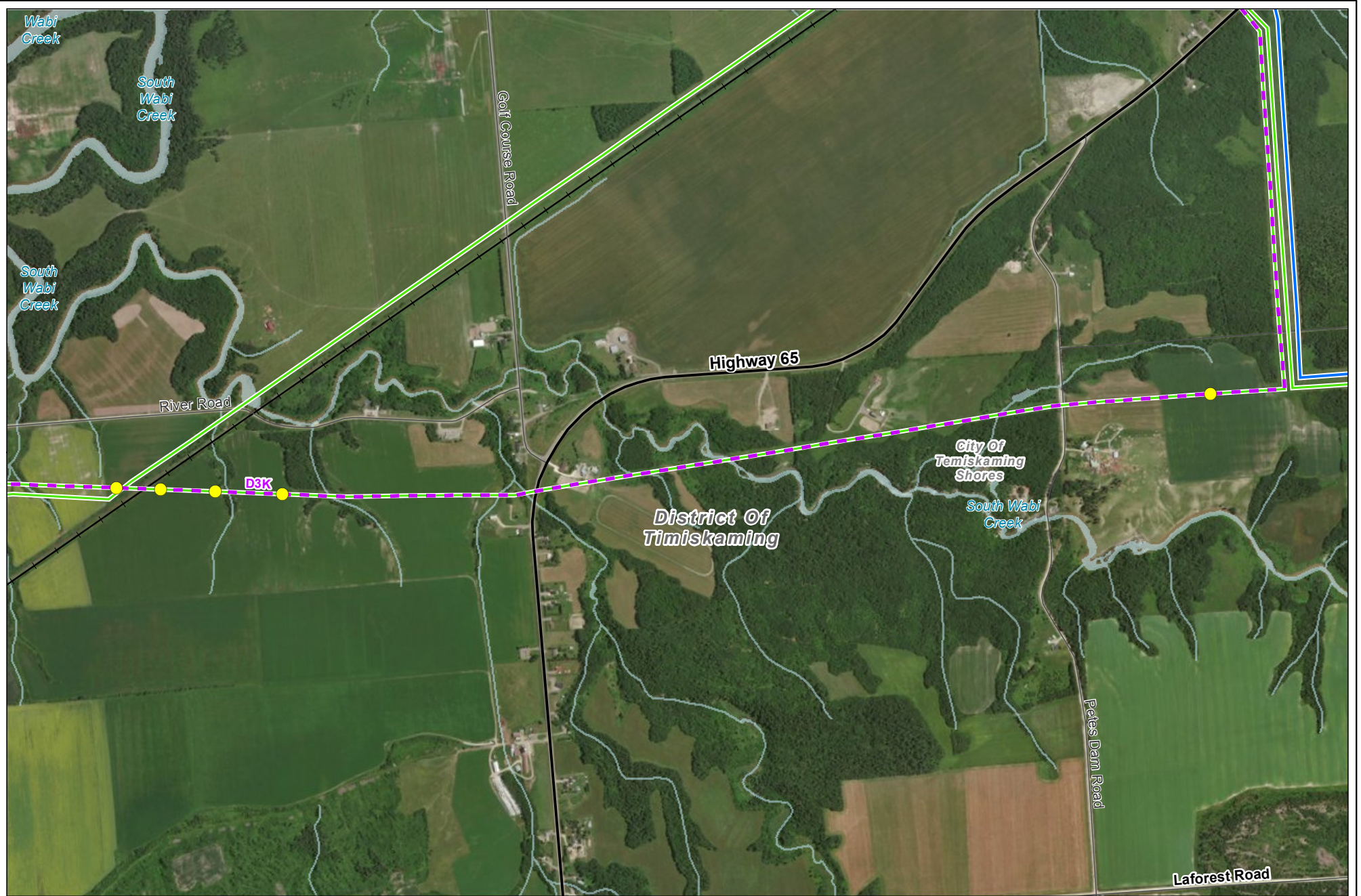
REFERENCE(S)
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PROJECT NO.
160961328

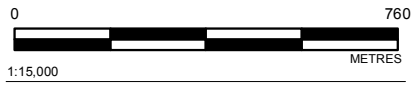
DATE
2019-10-15

REV.
1





- LEGEND**
- Wood Pole Replacement (Approximate Work Area)
 - 115 kV Transmission Line (Circuit D3K)
 - 115 kV Transmission Line
 - 230 kV Transmission Line
 - Railway
 - Municipal Boundary
 - Water



PROJECT
2020 WOOD POLE REPLACEMENT PROJECT - CIRCUIT D3K

TITLE
GENERAL AREA MAP - CITY OF TEMISKAMING SHORES

REFERENCE(S)
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PROJECT NO.
160961328

DATE
2019-10-16

REV.
1

October 24, 2019

2020 Ontario Municipal Partnership Fund Allocations Announced

Today, the Ministry of Finance issued 2020 allocation notices from the Ontario Municipal Partnership Fund (OMPF). The total funding envelope to municipalities will decrease by \$5 million to \$500 million. These dollars are distributed to 389 municipalities across the province and provide unconditional operating support for local frontline services.

At the 2019 AMO Annual Conference, Premier Ford announced that there would be, “no changes to the structure” of the OMPF for 2020. The \$5 million reduction will come from the Transition and Stabilization Grant component in keeping with recent practice. Allocations to all other grant components remain as they were in 2019.

Letters to Heads of Council and Treasurers are being sent at this time. Allocation notices may also be viewed on the Ministry’s [website](#).

The Ontario Municipal Partnership Fund (OMPF) provides unconditional operating support from the Province to municipal governments. It uses an equalization approach to address challenges in rural and northern communities, with funding based on various community fiscal health indicators.

Historical OMPF Allocations (in millions of \$):

Component	2014	2015	2016	2017	2018	2019	2020
Assessment Equalization Grant	149	149	149	149	149	149	149
Northern Communities Grant	79	79	84	84	89	89	89
Rural Communities Grant	138	138	143	148	150	150	150
Northern & Rural Fiscal Circumstances Grant	50	55	67	82	89	89	89

Transitional and Stabilization Grants	134	94	61	41	33	28	23
TOTAL OMPF	550	515	505	505	510	505	500

AMO Contact:

Matthew Wilson, Senior Advisor, mwilson@amo.on.ca, 416-971-9856 ext. 323.

Temiskaming Shores Public Library Board

Meeting Minutes

Wednesday, September 18, 2019

7:00 p.m. at the New Liskeard Branch

1. Call to Order

Meeting called to order by Chair Donald Bisson at 6:58 p.m.

2. Roll Call

Present: Donald Bisson, Claire Hendrikx, Danny Whalen, Brenda Morissette, Brigid Wilkinson, Jessica Cooper, Anna Turner and Library CEO Rebecca Hunt.

Regrets: Jeff Laferriere, Jamie Lindsay

Members of the Public: 0

3. Adoption of the Agenda

Moved by: Danny Whalen

Seconded by: Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board accepts the agenda as amended.

Carried.

Additions: Discussion on conflict of interest.

- a. Chair Donald Bisson discussed conflict of interest legislation with the board. There will be a standing agenda item added to the agenda allowing members to declare conflict of interest.

4. Adoption of the Minutes

Moved by: Claire Hendrikx

Seconded by: Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, June 19, 2019, as presented.

Carried.

5. Business arising from Minutes

- a. Update on Northern College partnership, preparations for move.
- b. Update on ownership of Haileybury building.
- c. The Chair inquired about the use of the 3-D printer in the digital creator space and thanked The Temiskaming Foundation for their contribution towards the printer.

6. Correspondence:

- a. **From Lisa MacLeod, Minister of Tourism, Culture and Sport.** For information.
- b. **From Annik Boucher, Principal, Ecole secondaire catholique Sainte-Marie.** For information.
- c. **From Emilie Watchorn, recipient of the May Ball Bursary.** For information.

7. Secretary–Treasurer’s Report

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

Library CEO’s Report

September 9, 2019

Buildings and Equipment:

Fire safety checks were conducted in the library buildings.

Business:

Amalgamation of Library Branches: Over the summer staff began working on the amalgamation of the library collections. This process involves heavily weeding the current collections in New Liskeard and then assessing which items we will be keeping from the Haileybury collections, changing the information on the Haileybury items to match call numbers in New Liskeard, and then integrating them into the collection in New Liskeard. Ultimately we will have all items we are moving from Haileybury to the New Liskeard new location integrated into the New Liskeard building before the move so we can be sure we can fit into the shelving in the new location. We are starting by integrating our lowest circulation collections and then weeding those collections in Haileybury to make room for a book sale area upstairs in the children's area. We are hoping to ramp up this process this fall to be sure to have time to integrate all of the collections. When we consider the Fiction and DVD collections, we will start separating items we wish to move to Northern College so that they can be easily packed up and moved once we have reopened in the new location. I am anticipating that we will keep the Haileybury branch open for the three or so weeks it will take to set up in the new location, but that we will have a very limited collection of only Fiction and DVDs there for that time. Once we have reopened in New Liskeard we can move the Haileybury collection to its new location (hopefully Northern College) and finish weeding and closing that location.

Conseil des arts Temiskaming Arts Council (CATAC): The Strategic Planning sessions went well and I believe the plan will provide some direction and goals for CATAC.

Digital Creator: The 3d printer has been a huge hit with the teens. We get about 1 print per week! We've opened up our demographics; young and new are now welcome to drop in and create. I've already helped an older gentleman learn how to edit video. And the regulars are still coming in. (even if they're only gaming nerds.)

Federation of Ontario Public Libraries board: The next meeting is on Friday, September 20, and I would like to attend in person. FOPL will pay for my travel and accommodation, and I will ensure there is coverage at both branches of the library. Motion.

Motion #2019-30

Moved by: Brigid Wilkinson

Seconded by: Anna Turner

Be it resolved that the Temiskaming Shores Public Library Board recommends sending Library CEO Rebecca Hunt to the Federation of Ontario Public Libraries meeting in Toronto on September 21, 2019 with the understanding that the Library Board will be reimbursed for all travel and accommodation costs.

Carried.

JASI Steering Committee: The next meeting is September 18.

Ontario Library Association Superconference: I have been invited to present a session on the work Northern Libraries have done over the past few years, including my work with Library Value Toolkit, the Northern Lights Library Network, the ILL study we did in 2012 and our involvement with the Digital Creator project.

Ontario Public Library Association Research and Evaluation Committee: There have been a few meetings of the committee and we are working on evaluating a patron registration survey sent out by the Ontario Public Library Association earlier this year.

Proctoring: Library staff in Haileybury proctored 21 exams in the month of July.

Programming

Visits to the Extencicare, Lodge and Manor nursing homes to exchange books
Ongoing on Fridays and Saturdays by staff members and volunteers.

Life Skills visits at the New Liskeard Branch

The Life Skills group visits will start up again in September.

Gadget Helper at both branches of the library

The Gadget Helper program will start up again on Thursday, September 19.

Fall Session Preschool Storytime at Both Branches of the Library

Preschool aged children accompanied by an adult are invited to join us for stories, rhymes, songs and a gentle introduction to early literacy and the library.

Every Wednesday, starting September 18 from 11:00 a.m.—11:30 a.m.

Digital Creator Workshops at the New Liskeard Branch

Digital Photography: Teen Beginner Workshops
September 4 to 6 from 6:30-8 p.m.

Sticker and Button Making for Teens
September 10 to 13 from 6:30-8 p.m.

Open Music Creation Workshops for Teens
September 17 to 20 from 6:30-8 p.m.

Side Hustle: Making Money Using Digital Tools for Teens
September 24 to 27 from 6:30-8 p.m.

Adult Friendly Days at Digital Creator are Wednesdays from 1-4!

Pay as you Please Book Sales at Both Branches of the Library!

With all of the preparations for moving the libraries we are sorting through and combining many of our book collections. Items that are taken out of our collection are for sale at both branches. Stop in and take a look at what is for sale—the price is Pay as you Please!

Finances and Statistics

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

Motion #2019-31

Moved by: Brenda Morissette

Seconded by: Jessica Cooper

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

Carried.

8. Committee Reports

- a. FINANCE AND PROPERTY: Minutes of the July 23, August 7 and September 4 meetings.
- b. PLANNING, POLICY, PERSONNEL AND PUBLICITY: Nothing to report.
- c. STRAT PLAN COMMITTEE: report on July 8 session and review of documents.
- d. LIBRARY SERVICES COMMITTEE: Nothing to report.

New Business

- a. **Contracting Townships.** Discussion regarding the contracts. Motion.

Motion #2019-32

Moved by: Anna Turner

Seconded by: Danny Whalen

Be it resolved that the Temiskaming Shores Public Library Board accept the proposed Library Services Agreement as amended.

Carried.

- b. **Non-resident fee policy.** Discussion and Motion.

Motion #2019-33

Moved by: Claire Hendrikx

Seconded by: Brigid Wilkinson

Be it resolved that the Temiskaming Shores Public Library Board accepts the library's policy: Fines and Fees Policy as reviewed and amended by the Board, effective on January 1, 2020.

Carried.

- c. **Review of draft 2020 budget.** Discussion. The Board recommended sending the draft to city administration on October 4.

9. Plan, Policy review and By-law review

- a. **Review Policy—Staffing priorities**

Motion #2019-34

Moved by: Brenda Morissette

Seconded by: Brigid Wilkinson

Be it resolved that the Temiskaming Shores Public Library Board accepts the library's policy: Staffing priorities Policy as reviewed and amended by the Board.

Carried.

10. Closed session regarding identifiable individuals.

Motion #2019-35

Moved by: Jessica Cooper

Seconded by: Claire Hendrikx

Be it resolved that the Temiskaming Shores Public Library Board go into Closed Session at 8:28 p.m. in regards to identifiable individuals.

Carried.

Motion #2019-36

Moved by: Claire Hendrikx

Seconded by: Jessica Cooper

Be it resolved that the Temiskaming Shores Public Library Board rise from Closed Session at 8:33 p.m. without report.

Carried.

11. Adjournment

Adjournment by Jessica Cooper at 8:34 p.m.

Chair – Donald Bisson



Minutes

Temiskaming Mayors Action Group

Armstrong Municipal Offices, Earleton

Saturday, August 24, 2019

9:30 a.m.

Confirmed:

Jean-Marc Bouileau, Armstrong
Kerry Stewart, Chamberlain
Merrill Bond, Charlton/Dack
Dan Cleroux, Coleman
Derek Mundle, Evanturel
Terry Fiset, James
Pat Kiely, Kirkland Lake
Patricia Quinn, Larder Lake
George Lefebvre, Latchford
Carman Kidd, Temiskaming Shores
Earl Read, Thorloe
John Vanthof, MPP
Jo Ann Ducharme, Recording Secretary

Regrets:

Nina Wallace, Englehart
Matt Reimer, McGarry

Delegations

There were no delegations presenting before TeMAG.

Update on Current Topics of Investigation

- a. Ontario Northland Railway Crossings, Derek Mundle
Evanturel has asked for a meeting with the ONR Board. There is no consistency with how each municipality is dealt with – some municipalities are billed, some are not; some get notice of work to be done, some do not.
ONR will be invited to attend a TeMAG meeting on the railway crossing issue along with the passenger rail service.
Moved by: Merrill Bond
Seconded by: Dan Cleroux
That the Ministry of Energy/Northern Development and Mines be petitioned for a local Temiskaming representative to be appointed to the Board.

Carried.
- b. Community Safety and Wellness Plans
Municipalities have been in contact with each other to create groups in Northern and Southern Temiskaming. There are a few municipal representatives attending the Sudbury meeting and will bring back the information for the rest of the municipalities.
Moved by: Pat Kielay
Seconded by: Carman Kidd
That TeMAG petition the Minister of the Solicitor General that legislating the task of the Community Safety and Wellness Plans to municipalities is not a logical or efficient solution. J. Ducharme to work on wording.

New Business (Regional Issues for Discussion)

- c. Unsafe Vacant Abandoned Buildings
Each municipality needs to put policies and procedures in place for use by the Chief Building Official. This is a topic for discussion with the Temiskaming Municipal Association.
- d. Guidelines for calling Fire Ban for each municipality
Each municipality/Fire Chief sets the guidelines. Most municipalities rely on the information on the NMR website.
T. Fiset to invite MNR to a meeting to explain the indices.

Other Business

E. Read, Streetlight at Thornloe Corner: meeting with MTO North Bay has been cancelled. J. Vanthof will make inquiries.

P. Quinn, Water levels at Larder Lake: damage was done to the dam in Larder Lake with will affect the water levels all the way to Windigo Lake, and also the fish spawning. Currently in discussions with MNR.

T. Fiset to invite MPAC to a TeMAG meeting to give an update on the changes to their processes.

Information Items - Minutes of the TeMAG Meeting – May 11, 2019

Date of Next Meeting: October 26, 2019; new secretary to be selected.



Minutes

Temiskaming Mayors Action Group
Armstrong Municipal Offices, Earleton
Saturday, October, 26, 2019
9:30 a.m.

Attendance:

Jean-Marc Bouileau, Armstrong
Guy Labonte, Casey
Kerry Stewart, Chamberlain
George Othmer, Cobalt
Dan Cleroux, Coleman
Laurie Bolesworth, Hilliard
Pat Kiely, Kirkland Lake
Patricia Quinn, Larder Lake
George Lefebvre, Latchford
Anne Commando-Dube, Matachewan
Matt Reimer, McGarry
Carman Kidd, Temiskaming Shores
Earl Read, Thorloe
John Vanthof, MPP
Jo Ann Ducharme, Recording Secretary

Regrets:

Merrill Bond, Charlton/Dack
Derek Mundle, Ewanturel
Terry Fiset, James

Delegations

John Vanthoff – Legislation has been on vacation but starts up again on October 28. The Provincial Government has paused its initiatives, but in no way should municipalities feel that the initiatives have been cancelled.

Update on Current Topics of Investigation

1. Ontario Northland Commission Vacancy and Request for Seat – G. Lefebvre
There is currently a vacancy on the ON Commission Board due to a retirement. TeMAG has asked to be recognized with an appointment. J. Vanthoff will communicate with Minister Rickford concerning the letter of request from TeMAG to have a seat for the Temiskaming Distric.
2. Community Safety and Wellness Plans – P. Quinn & J. Ducharme
There was a preliminary workshop in Sudbury that a few staff members from Temiskaming's municipalities attended. City Manager from Temiskaming Shores spoke with the municipality from Manitoulin Island – they have approached DSSAB to take the lead on the CSWBP; is this an avenue Temiskaming would be interested in taking? Kirkland Lake will hold a meeting on November 13. Chris Oslund and Carman Kidd will be attending to discuss with the Northern group.

3. Timiskaming Health Unit – C. Kidd

The push is still on for the creation of 5 super health units in Ontario in 2020. A coordinator (Mr. Price) has been hired who will be working with the current HU's. Conference in Toronto next week, more info should be available afterwards.

New Business (Regional Issues for Discussion)

a. 2022-2032 Forest Management Plan – P. Kiely

Municipalities in Cochrane District, Abitibi Forest area, are looking for support in petitioning that they have support on the forestry management board. The MNR is expected to make a decision on the Temagami Forest management board which will see representatives from municipalities, First Nations and Companies. Once this happens it will set the way for other Forestry Management areas; the suggestion for the northern municipalities is to wait and see what transpires.

b. Bill 125: Making Northern Ontario Highways Safer Act

Moved by: Jean Marc Boileau

Seconded by: George Othmer

That the Temiskaming Mayors Action Group support Bill 125 brought forward by Guy Bourgoiuin, MPP for Mushkegowuk-James Bay.

CARRIED.

c. Escalating Drug Abuse in all Municipalities

With the introduction of the Community Safety and Well-Being Plans, round table groups of related agencies and enforcement will be asked to give recommendations to the issue.

Other Business

Selection of Recording Secretary

C. Kidd will enquire if C. Oslund will be interested in replacing the position after J. Ducharme has retired.

Moved by: Dan Cleroux

Seconded by: Jean Marc Boileau

That the Temiskaming Mayors Action Group Constitution be amended to dispense a stipend to the recording secretary in that amount of \$100 per meeting.

CARRIED.

MTO Roadside Washrooms

Moved by: Earl Read

Seconded by: Laurie Bolesworth

That the Temiskaming Mayors Action Group send a letter to MTO regarding the conditions of the roadside parks/washrooms and petitioning for attention to be paid to them that are fitting to provincial facilities.

CARRIED.

Information Items

- Minutes of the TeMAG Meeting – August 24, 2019
- Letter to Solicitor General: Community Safety and Well-Being Plans
- Letter to MOENDM: Seat on Ontario Northland Commission

Date of Next Meeting – January 18, 2020



MINUTES

Timiskaming Health Unit Board of Health

Regular Meeting held on September 11, 2019 at 6:30 P.M.

Englehart – Medical Centre Boardroom

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

2. **ROLL CALL**

Board of Health Members

Carman Kidd	Chair, Municipal Appointee for Temiskaming Shores
Mike McArthur	Municipal Appointee for Temiskaming Shores
Sue Cote	Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami, and Township of Coleman
Kim Gauthier	Municipal Appointee for Township of Armstrong, Hudson, James, Kerns & Matachewan
Patrick Kiely	Vice-Chair, Municipal Appointee for Town of Kirkland Lake
Casey Owens	Municipal Appointee for Town of Kirkland Lake
Paul Kelly	Municipal Appointee for Township of Larder Lake, McGarry & Gauthier

Regrets

Maria Overton	Provincial Appointee
Jesse Foley	Municipal Appointee for Temiskaming Shores
Vacant	Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart
Vacant	Municipal Appointee for Township of Brethour, Harris, Harley & Casey, Village of Thornloe

Timiskaming Health Unit Staff Members

Dr. Glenn Corneil	Acting Medical Officer of Health/CEO
Randy Winters	Director of Corporate Services
Kerry Schubert-Mackey	Director of Community Health
Rachelle Cote	Executive Assistant

3. **APPROVAL OF AGENDA**

MOTION #38R-2019

Moved by: Sue Cote

Seconded by: Paul Kelly

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on September 11, 2019, with the following addition:

- 13c – Identifiable Individual

CARRIED

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

None.

5. **APPROVAL OF MINUTES**

MOTION #39R-2019

Moved by: Kim Gauthier

Seconded by: Sue Cote

Be it resolved that the Board of Health approves the minutes of its special meeting on August 1, 2019, as presented.

CARRIED

6. **BUSINESS ARISING**

a. **STRATEGIC PLAN 2019-2023**

MOTION #40R-2019

Moved by: Kim Gauthier

Seconded by: Pat Kiely

Be it resolved that the Board of Health approves the 2019-2023 Strategic Plan and agrees to proceed as per the recommendations presented in the THU Strategic Plan-Briefing Report.

RECOMMENDATIONS

Based on the work completed as part of a strategic plan process and given the current context of public health within system renewal and transformation, it is recommended that the Timiskaming Board of Health:

1. Receive THU Strategic Plan Briefing Report for information;
2. Approve the THU Strategic Plan 2019-2023 ([Appendix D](#));
3. Share the Strategic Plan with staff, stakeholders and the public;
4. Use the Strategic Plan to guide local public health work as appropriate and within the context of understanding transformation change and uncertainty and in the best interest of the health of the people of Timiskaming and of THU staff and valued stakeholders.

CARRIED

7. **FINANCE SUB-COMMITTEE UPDATE**

a. **2018 FINANCIAL STATEMENTS: MARCH YEAR-END**

MOTION #41R-2019

Moved by: Paul Kelly

Seconded by: Sue Cote

Be it resolved that the Board of Health approves the 2018 March Year-End Financial Statements as presented.

CARRIED

b. **2018 FINANCIAL STATEMENTS: LAND CONTROL**

MOTION #42R-2019

Moved by: Mike McArthur

Seconded by: Casey Owens

Be it resolved that the Board of Health approves the 2018 Land Control Financial Statements as presented.

CARRIED

c. **2019 FUNDING ALLOCATION**

THU received the 2019 budget funding allocations on August 20, 2019. Funding was approved at the same amount submitted with additional funding for the Seniors Dental and the Northern Fruit and Vegetable programs.

Awaiting further clarification for the ministry/municipality (70/30) cost-shared budget, effective January 2020. Mr. Winters hopes to receive more details at meeting next week. The ministry is looking to provide some mitigation funds, no confirmation received to date.

Board Request:

The Board requested to obtain a breakdown of the cost-shared funding model of 70/30 for all municipalities for year 2020.

8. **REPORTS OF THE MOH/CEO**

a. **MOH/CEO REPORT**

Dr. Corneil reviewed his report with the board for information purposes.

b. **NE PUBLIC HEALTH TRANSFORMATION UPDATE**

A lot of work has been completed over the summer. The committee is now returning to meeting every two weeks. Currently looking to hire a leader for the Change Management to be ready and oversee the enormous changes that will come out of the regionalization process.

c. **ONTARIO HEALTH TEAMS**

Meeting scheduled for tomorrow. Mrs. Schubert-Mackey and Dr. Corneil are representing the THU at this table. No updates to report at this time.

9. **MANAGEMENT REPORTS**

The Q2 Board Report and Staff List were distributed for information purposes.

10. **NEW BUSINESS**

a. **AMO UPDATE**

Mr. McArthur and Mr. Foley both attended the AMO conference in August. For the health unit regionalization process, it was mentioned that the north will be looked at in a different manner due to its vast geographical area.

b. **ALPHA SYMPOSIUM**

MOTION #43R-2019

Moved by: Paul Kelly

Seconded by: Kim Gauthier

Be it resolved that the Board of Health approves Carman Kidd to attend the alpha Symposium on November 6-7, 2019.

CARRIED

c. **FEDERAL ELECTION – BRIEFING NOTE**

MOTION #44R-2019

Moved by: Sue Cote

Seconded by: Pat Kiely

Be it resolved that the Board of Health acknowledges receipt of the report “Federal Election Campaign” for information.

Overview

- The federal election is happening on October 21, 2019.
- Policies within federal jurisdiction impact the health of individuals and communities in the Timiskaming District.
- Voting influences policy decisions that impact health.
- Voting and related activities is a form of civic engagement which is also known to impact health.
- This brief aims to inform the Board of Health of the potential impact of the federal election upon local public health as well as THU’s upcoming federal election campaign.

CARRIED

11. **CORRESPONDENCE**

MOTION #45R-2019

Moved by: Mike McArthur

Seconded by: Paul Kelly

Be it resolved that the Timiskaming Board of Health acknowledges receipt of the correspondence for information purposes.

CARRIED

12. **IN-CAMERA**

MOTION #46R-2019

Moved by: Kim Gauthier

Seconded by: Casey Owens

Be it resolved that the Board of Health agrees to move in-camera at 8:00 p.m. to discuss the following matters under section 239 (2):

- a. In-Camera Minutes (August 1, 2019)
- b. Operational Review Update
- c. Identifiable Individual

CARRIED

13. **RISE AND REPORT**

MOTION #47R-2019

Moved by: Kim Gauthier

Seconded by: Sue Cote

Be it resolved that the Board of Health agrees to rise with report at 8:09 p.m.

IN-CAMERA MINUTES

MOTION #48R-2019

Moved by: Mike McArthur

Seconded by: Casey Owens

Be it resolved that the Board of Health approves the in-camera minutes of meeting held on August 1, 2019 as presented.

CARRIED

14. **ADJOURNMENT**

MOTION #49R-2019

Moved by: Kim Gauthier

Seconded by: Casey Owens

Be it resolved that the Board of Health agrees to adjourn the special meeting at 8:15 p.m.

CARRIED

Carman Kidd, Board Chair

Rachelle Cote, Recorder

PARTNERSHIPS and COLLABORATION



Services de santé du
TIMISKAMING
Health Unit

2018 Annual Report

Partnerships and Collaboration

Over the years public health has continued to develop, adapt and expand programs and services to meet the ever changing needs of population health. In 2018 the new Ontario Public Health Standards (OPHS) came into effect. Many new regulations, protocols, and guidelines were also put in place to support the new standards. Throughout the year Timiskaming Health Unit (THU) worked to plan and implement the changes, while continuing to focus on the existing work we do.



Drawing on the strength of our internal teams we also leveraged the valuable partnerships we have built within our communities. Success as a district, especially in a smaller, rural health unit, is often achieved through shared interest and partnership engagement.

As we moved beyond 2018 and began to prepare to meet additional changes in regards to the modernization of public health, we continued to build on our collective strength through local and regional participation.

In public health, working together to achieve population health outcomes has always been a key ingredient for success. In addition to our financial report, I am pleased to offer a few examples of the various partnership projects that took place in 2018.

Dr. Glenn Corneil
Acting MOH – Acting CEO
Timiskaming Health Unit

Harm Reduction Partnerships and Collaboration

This year, we expanded our harm reduction program exponentially. Six fire departments received training from THU and were outfitted with naloxone kits, increasing access to this life-saving medication in rural areas. We also expanded availability of our harm reduction supplies to Northern Treatment Centre in Kirkland Lake and to the Pavilion in Haileybury and Kirkland Lake. One of our greatest collaboration success stories is the work we underwent with District School Board Ontario North East (DSBONE) to increase the agency's capacity to work from a harm reduction approach. In collaboration with a local school board, community agencies, and Porcupine Health Unit, we supported DSBONE in their bid to include Naloxone in all first aid kits in schools with students in grade seven to 12. THU assisted with the development of a social media campaign around substance use, attended and presented at leadership meetings, and met with School Board trustees. Additionally, as part of this initiative THU provided a seminar with Porcupine Health Unit on harm reduction and its application to youth using substances to all child and youth workers, attendance councillors, and social workers at DSBONE.



Watch for changes in your teen.

#JustTalk

 District School Board
Ontario North East

 Services de santé du
TIMISKAMING
Health Unit

 Porcupine
Health Unit • Bureau de santé

Working together to give community members a Fresh Start

Fresh Start is a behaviour change program delivered by healthcare professionals in a group setting. It focuses on promoting a healthier lifestyle on 3 major components: healthy eating, physical activity and stress management. Behaviour change is promoted through goal setting, motivation, and lifestyle management skills.

Fresh Start is a local adaptation of the Diabetes Prevention Program-Group Lifestyle Balance™, created by the University of Pittsburgh to prevent type 2 diabetes. This intensive behaviour change program model was shown to be more effective in reducing risk of diabetes, when comparing to standard programs with medication: a 34% decrease of type 2 diabetes onset in adults under 60 and reduced cardiovascular risk factors.

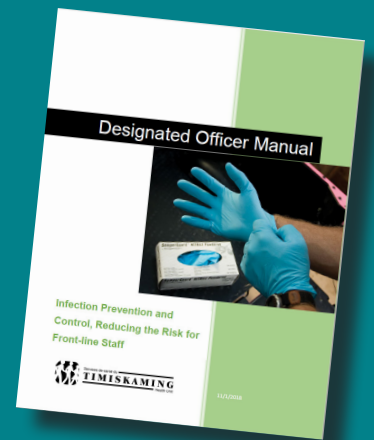
In 2018, the Timiskaming Health Unit, in partnership with 9 other health professionals, finished its first implementation of the program and began a second. The program includes 22 weekly sessions (each 1 hour) over a 6 month period in New Liskeard and Kirkland Lake, with an average of 15 participants in each program.

Current partners in the Fresh Start program include Canadian Mental Health Association, Timiskaming Diabetes Program (NL and KL), Great Northern Family Health Team, Haileybury Family Health Team, Temagami Family Health Team, Town of Kirkland Lake, Temiskaming Hospital, Kirkland District Hospital. The project was chosen and implemented as part of an even larger local partnership initiative, the Diabetes Prevention Project Timiskaming (DPPT) Partnership.



Infection Prevention and Control and Collaboration

The Designated Officer program, which helps to support emergency service workers take the appropriate steps of action when they may have been exposed to a communicable disease in the line of duty, was successfully launched with a training day in November 2018. Representatives from Ontario Provincial Police (OPP), Emergency Medical Services, and volunteer fire departments were present to become their organization's designated officer. In conjunction with area leaders in emergency services, THU was able to develop a customized training plan to meet the needs and learning levels of volunteers and professionals. The training manual and the calling pathway have been successfully implemented since the launch of the program which clarified roles and responsibilities and better equipped emergency service workers with the ability to manage exposures in the workplace.



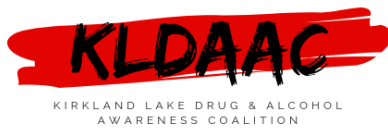
Healthy Growth and Development

Car seat safety remained a hot topic for Healthy Growth and Development in 2018. One of our Registered Nurses, who is a Child Passenger Safety Association of Canada (CPSAC) trainer, received the "All Star" award from CPSAC in recognition of her contributions in service to her community. Last year, THU worked with community partners including EarlyON, Brighter Futures, North Eastern Ontario Family And Children's Services as well as our Indigenous partners on Bear Island to complete technician training and to provide car seat inspection clinics. In total, 35 car seats were inspected across the district. Partnerships are being solidified with Kunuwanimano and Temiskaming First Nations for training and clinics in 2019.



Public-Private Partnership to support Sober Driving

To reduce impaired driving during the 2018 holiday season, the Kirkland Lake Drug and Alcohol Awareness Coalition (K LDAAC) partnered with The Fed in Kirkland Lake to launch the “Thank a DD” campaign. The campaign provided free non-alcoholic drinks to designated drivers as a token of appreciation for keeping their friends, family and the community safe. K LDAAC initiated the campaign as a pilot and The Fed was very willing to join and promote the message. “We feel that designated drivers are the unsung heroes keeping everyone safe” said Krystal Oviatt, K LDAAC chair. K LDAAC members include representatives from public health, OPP, DSBONE, École Catholique Jean-Vanier, Timiskaming Victim Services, Kirkland Lake Ministerial Association, Canadian Mental Health Association, as well as community members. This was a great example of community organizations, volunteers and a private business working together to support a healthy community.



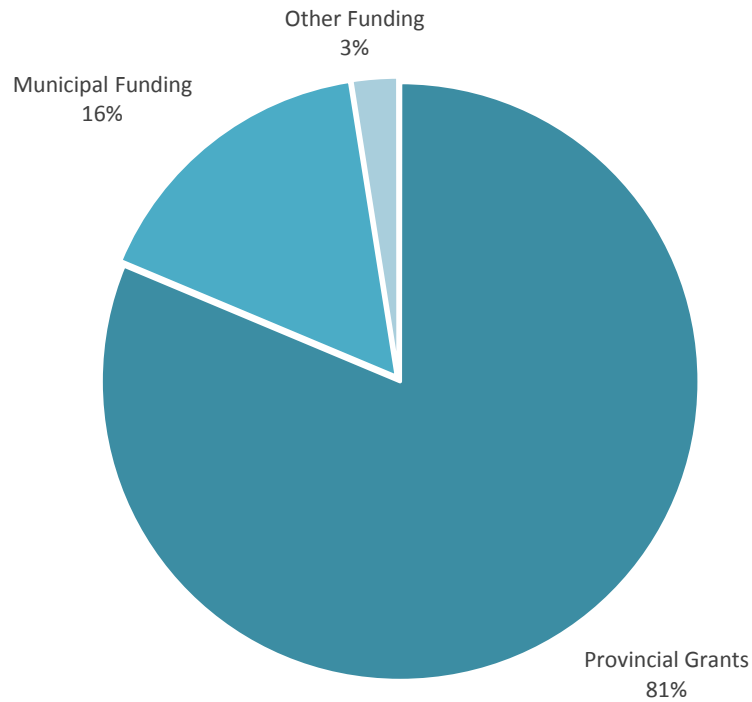
Working Together to Keep our Roads Safe

Road safety continued to be an important area of collaborative work in 2018. The health unit, along with the Temiskaming District Road Safety Coalition and the City of Temiskaming Shores, embarked on a pedestrian safety campaign as a lead-in to Vision Zero, a safer systems approach to road safety. In addition to those involved in this specific campaign, a Vision Zero subcommittee is being formed to help other municipalities identify ways to make their municipalities safer for all road users. THU staff also continue to work with St. Michel School, supporting their petition requesting lower speed limits on a stretch of local highway. The petition was presented by MPP John Vanthof in 2019. Finally, school bus safety continued to be a focus with a refreshed campaign, “I Stop, You Stop” that included social media, sponsored billboards and local media events.

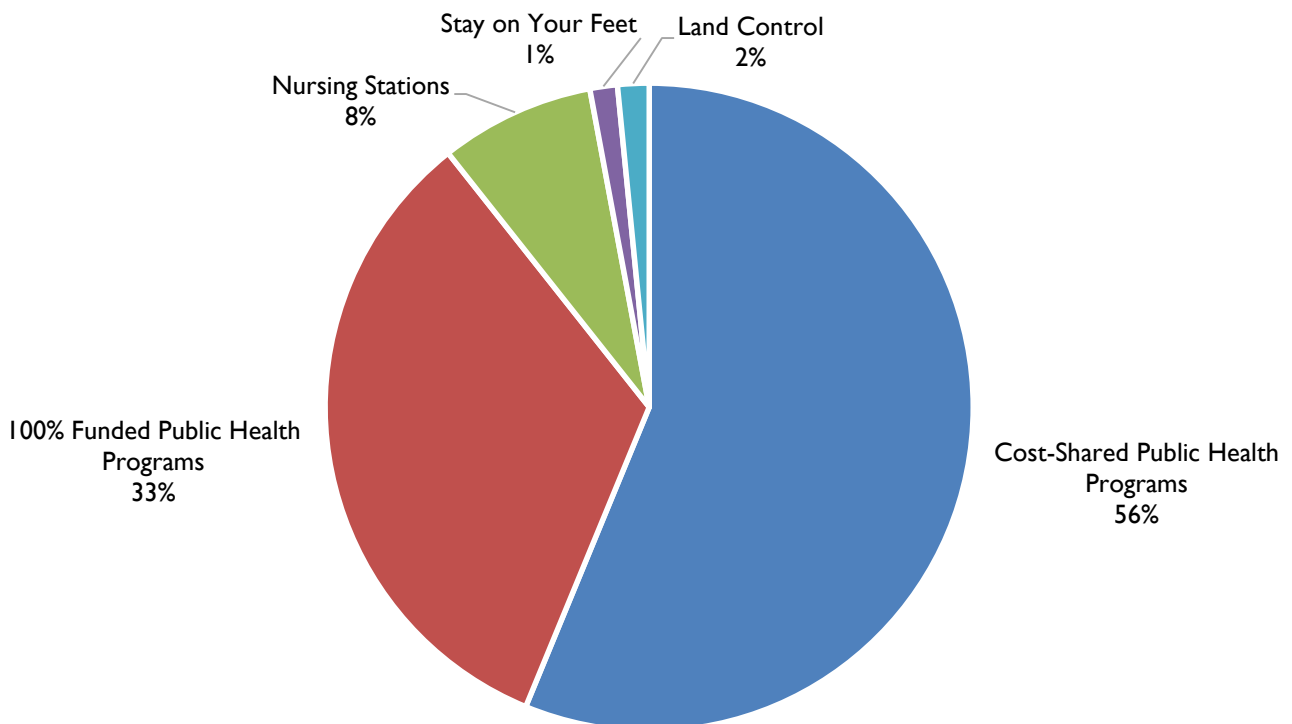


2018 Budget

Total Revenues



Total Expenditures



2018 Board of Health

Carman Kidd, Chair - City of Temiskaming Shores

Tony Antoniazzi, Vice-Chair - Town of Kirkland Lake

Merrill Bond - Towns of Englehart, Charlton, Townships of Chamberlain, Evanturel, Hilliard & Dack

Kathleen Bougie - Township of McGarry/Gauthier & Town of Larder Lake

Jean-Guy Chamillard - Town of Kirkland Lake

Sue Cote - Towns of Cobalt and Latchford, Municipality of Temagami, and Township of Coleman

Jesse Foley - City of Temiskaming Shores

Kimberly Gauthier - Townships of Armstrong, Hudson, James, Kerns & Matachewan

Audrey Lacarte - Townships of Brethour, Harris, Dymond, Harley and Casey, Village of Thornloe

Mike McArthur - City of Temiskaming Shores

Maria Overton - Provincial Appointee

Office Locations

New Liskeard

247 Whitewood Avenue, Unit 43

705-647-4305

1-866-747-4305

Englehart

63 Fifth Street

705-544-2221

1-877-544-2221

Kirkland Lake

31 Station Road

705-567-9355

1-866-967-9355

Nursing Stations

Elk Lake

71 Front Street

705-678-2215

Matachewan

81 Matheson Street

705-565-2351

For more information contact:

Ryan Peters, Manager of Communications

Timiskaming Health Unit

247 Whitewood Avenue, Unit 43

New Liskeard, ON P0J 1P0

Telephone: 705-647-4305

Toll-free: 866-747-4305

www.timiskaminghu.com



On Our Radar

Report Content

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- [HR Update](#)

Tobacco use, a deeply concerning issue in Timiskaming

Tobacco use continues to be an urgent issue in Timiskaming. While the overall rate of tobacco use appears to have declined somewhat from previous years, 1 in 4 Timiskaming people smoke, which is much more than the provincial rate of 17%. In addition to continuing our work to reduce tobacco use, we are also now responding to the rapid uptake of nicotine use and other harms related to vaping among youth. Given the health-related harms associated with smoking and evolving evidence for harm associated with vaping, local rates of smoking and vaping are deeply concerning. A briefing note on the evolving vaping context including local action will be shared in the October Board of Health meeting package.

Tobacco-Free Movies

The Ontario Government has launched a [consultation](#) on the modernization of the *Film Classification Act, 2005*. Alongside others in Ontario Public Health, THU will submit a response to this consultation highlighting the causal relationship between on-screen tobacco use and the initiation of smoking among young people and our particular local concern given Timiskaming's higher-than-average rate and earlier age of initiation of tobacco use. The consultation closes on October 28, 2019.

Federal Election and Policies and Programs for Public Health

Timiskaming Health Unit staff joined regional, provincial and national public health peers by launching a federal election campaign. Building on the work of others, and adapting work from Public Health Sudbury and Districts, THU's local campaign aimed to raise awareness about important public health issues influenced by federal level policies and programs and to increase awareness of the importance of voting as well as barriers to voting for some population groups. THU will monitor for opportunities to continue to link action on public health matters that are influenced by federal policies and programs.

For more information, visit the THU web page [Elections-Health-Matters](#).

#Vote4Public Health

#Public Health Matters

Timiskaming Health Unit in Action

Our people – our stories.

Strategic Program Updates

Healthy Eating in Recreation Settings Healthy Public Policy

- Initially part of the Healthy Kids Community Challenge, this project included public consultation, education, and partnership with canteen operators.
- City of Temiskaming Shores has now approved By-law 2019-152 which indicates adoption of a Healthy Eating in Municipal Recreation Settings Policy.
- The project is now being replicated in partnership with the Town of Kirkland Lake.

School and Childcare Health

- Child Care finished the 3rd quarter with 1105 attendees in programs across the district. In Q3, THU staff worked with childcare operators to pilot a move to electronic sharing of files for efficiencies and effectiveness related to regulations and mandates for both parties related to immunization.
- Worked with a local school and community stakeholders as well as engaged local youth to inform the application of grants to support an identified need for youth co-led after-school activities in Cobalt.

Healthy Growth and Development

- Staff are planning a second Peer Support training for volunteers for the Breastfeeding Peer Support Program.
- Car seat clinics were held in collaboration with the OPP as part of the seatbelt awareness campaign. This activity also received positive local media attention.
- Staff worked with CMHA to offer Interpersonal Psychotherapy Training with a focus on prenatal and postpartum periods with psychiatrist Dr. Vivian Polak. Over 40 staff across the district received training.

Oral Health

- Staff are working with other Northern health units on common themes related to the Ontario Seniors Dental Care Program (OSDCP) such as staff development and program needs. Additionally, a letter was sent to local dentists explaining the OSDCP and inviting potential partnerships to offer services to eligible seniors. Currently, three dental offices have asked to receive more information on the program.

Harm Reduction

- Supported CMHA and CSCT in the installation of a community sharps disposal bin in New Liskeard.
- Provided safe sharps handling presentations to staff at the City of Temiskaming Shores & Town of Kirkland Lake.

Infection Prevention and Control (IPAC)

- Planned for the local annual Infection Prevention and Control Education events which are organized jointly with Public Health Ontario's North East office. This year, we are piloting a series of interactive webinars with keynote speakers from Health Quality Ontario, Public Health Ontario, and the Timiskaming Health Unit.

Sexual Health

- Staff have been working on quality improvement initiatives such as improving screening forms and developing forms for health care provider reporting purposes.
- Completed a research summary on methods to improve HPV vaccination uptake. We will be applying the findings to future campaigns and program activities.

Seasonal Influenza Immunization Program Planning

- Significant planning has occurred for the 2019-2020 Influenza season to prepare for promoting and delivering community clinics in November. Our community clinics will continue to be offered with some staffing and time adjustments based on demand and trends.
- Our flu clinic survey last year informed our communications campaign this year with an emphasis on newspaper ads and poster distribution, especially in Francophone organizations.



Upcoming Events

The following list contains *some* of the upcoming events and opportunities that THU staff are participating in or supporting.

November

- ✚ Ontario Active School Travel Workshop.
- ✚ Ontario Public Health Fall Forum [Health and Climate Change](#).
- ✚ Nutrition Connections Forum: [Health and Sustainable Eating, Leading the Shift](#).
- ✚ Canadian Centre on Substance Use [Issues of Substance Conference](#).

- ✚ National Treaty Recognition Week. General information can be found [here](#).
- ✚ alPHa Fall Symposium and Section Meetings. Program information links are found [here](#)

December

- ✚ THU staff development and appreciation
- ✚ THU management training

Human Resource Update

The comings and goings of our colleagues

New Staff:

- Public Health Nurse, New Liskeard, Maternity Leave Contract (*Sept.2019-June.202*)
- Public Health Nurse, Kirkland Lake, Maternity Leave Contract (*Oct.2019-June.2020*)
- Manager of Human Resources & Special Projects, 2-year Contract (*Oct.2019*)
- Senior PHI, Kirkland Lake, Permanent (*October 2019*)
- Dental Assistant, Kirkland Lake, Permanent (*November 2019*)

Current Vacancies/Postings:

- Dietitian, New Liskeard or Kirkland Lake, Permanent
- Program Manager of Infectious Diseases/CNO, Maternity Leave Contract



Subject: Tender Award – Shelving
New Liskeard Library

Report No.: LIB-001-2019
Agenda Date: November 5, 2019

Attachments

Appendix 01: RFP Results

Appendix 02: Draft Agreements

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. LIB-001-2019; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Ven-Rez Products for the supply and installation of shelving as detailed in Request for Proposal LIB-RFP-001-2019 at the Temiskaming Shores Public Library at an upset limit of \$54,497.70 plus applicable taxes for consideration at the November 5, 2019 Regular Council meeting.

Background

During the 2019 Capital budget deliberations, council approved the relocation of the New Liskeard Library to 285 Whitewood Ave., Temiskaming Shores. As part of that project, library staff issued a Request for Proposal for the supply, delivery and installation of new shelving as per specifications and drawings in the request. The Request for Proposal was posted on the City's website and advertised on Biddingo.

Analysis

One submission was received in response to the Request for Proposal prior to the closing date of October 29, 2019 at 2:00 p.m.

The Proposal was reviewed and evaluated by City Staff in accordance to the requirements of the RFP and the deliverables to be provided by the successful bidder. Appendix 01 shows the results of the tender opening.

Relevant Policy / Legislation/City By-Law

By-Law No. 2017-015, Procurement Policy

Financial / Staffing Implications

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

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

Approved Capital Project Budget:	\$1,700,000.00
Less Committed to Date:	<u>\$1,423,104.00</u>
Amount Available:	\$276,896.00
Total Proposed Cost (shelving):	\$58,639.50
	(includes non-refundable HST)

We have currently allocated approximately \$1,423,104.00 of this approved capital project on items such as tender award for construction, engineering, soils investigation and water and sewer repairs. This also includes associated costs with new services such as hydro and gas.

Alternatives

No alternatives are being considered at this time.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Rebecca Hunt
Library CEO

Christopher W. Oslund
City Manager

Document Title: **LIB-RFP-001-2019 Library Shelving**

Closing Date: **Tuesday October 29, 2019**

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

Department: **Public Works**

Opening Time: 2:04 pm.

Submission Pricing

Bidder: Venez Products

Sub-Total:	<u>54 497.70</u>
HST:	<u>7 084.70</u>
Total:	<u>61 582.40</u>

Bidder:

Sub-Total:	
HST:	
Total:	

Bidder:

Sub-Total:	
HST:	
Total:	

Bidder:

Sub-Total:	
HST:	
Total:	

Bidder:





Sub-Total:	
HST:	
Total:	

Bidder:

Sub-Total:	
HST:	
Total:	

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

Attendees:

<u>Print Name</u>	<u>Representing</u>	<u>Signature</u>
<u>Mitch Lafreniere</u>	<u>City of T. Shores</u>	
<u>Rebecca Hunt</u>	<u>TS Public Library</u>	
<u>Dave Green</u>	<u>City of T.S.</u>	
<u>Kayla Barron</u>	<u>City of T.S.</u>	

The Corporation of the City of Temiskaming Shores

By-law No. 2019-000

Being a by-law to enter into an agreement with Ven-Rez Products Ltd. for the supply and installation of shelving at the Temiskaming Shores Public Library – New Liskeard Branch

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds to municipal issues;

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

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report No. LIB-001-2019 at the November 5, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Ven-Rez Products Ltd. for the supply and installation of shelving at the Temiskaming Shores Public Library (New Liskeard Branch) at an upset limit of \$54,497.70 plus applicable taxes for consideration at the November 5, 2019 Regular Council meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the Mayor and Clerk be authorized to execute an agreement with Ven-Rez Products Ltd. for the supply and installation of shelving at the Temiskaming Shores Public Library (New Liskeard Branch) at an upset limit of \$54,497.70 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 5th day of November, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2019-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Ven-Rez Products Ltd.

for the supply and installation of Shelving – New Liskeard
Branch (Library)

This agreement made in duplicate this 5th day of November, 2019.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called “the Owner”)

and

Ven-Rez Products Ltd.
(hereinafter called “the Contractor”)

Witnesseth:

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

Article I:

The Contractor will:

- a) Develop a Recreation Master Plan in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores
Request for Proposal (LIB-RFP-001-2019)
Supply, Delivery and Installation of Library Shelving**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 – Ven-Rez Products Ltd. submission and forming part of this agreement.
- c) That the Contractor will finalize the installation to the satisfaction of the City.

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the development of a Recreation Master Plan in the amount of **Fifty-four Thousand, Four Hundred and Ninety-seven Dollars and Seventy cents (\$54,497.70)** plus applicable taxes;
- b) Make progress payments, typically monthly, based on receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the

transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Ven-Rez Products Ltd.

380 Sandy Point Road
Shelburne, Nova Scotia
B0T 1W0

Attn.: Peter DesChamps

The Owner:

City of Temiskaming Shores

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

Attn.: Rebecca Hunt

Remainder of Page left Blank Intentionally

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

Signed and Sealed in)
the presence of)

Supplier's Seal)
(if applicable))

Municipal Seal)

Ven-Rez Products Ltd.

Estimator – Peter DesChamps

Witness
Print Name: _____
Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2019-000

Form of Agreement
NL Library Shelving



Dymond
Haileybury
New Liskeard

Discover a whole new Ontario • Découvrez un tout nouvel Ontario

City of Temiskaming Shores

Request for Proposal

LIB-RFP-001-2019

Supply, Delivery and Installation of Library Shelving

City of Temiskaming Shores
P.O. Box 2050
325 Fair Drive
Haileybury, Ontario
P6J 1K0

VEN-REZ PRODUCTS LTD.

Objective

This Request for Proposal describes the requirements of The Corporation of the City of Temiskaming Shores to receive proposals from qualified companies for the supply, delivery and installation of steel library shelving at the new location of the Temiskaming Shores Public Library at 285 Whitewood Avenue in the former town of New Liskeard.

Introduction

Located at the head of Lake Temiskaming, Temiskaming Shores is located in Northeastern Ontario, near the Quebec border. Temiskaming Shores covers 163.32 km² and has a population of approximately 10,600.

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

Definitions

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

Submission

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

City of Temiskaming Shores

P.O Box 2050

325 Farr Drive

Haileybury, Ontario P0J 1K0

Attn: Dave Treen, Clerk "LIB-RFP-001-2019 Supply, Delivery and Installation of Library Shelving"

The closing date for the submission of Proposals will be at **2:00 pm local time on Tuesday, October 29, 2019.**

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

Questions

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

Rebecca Hunt
Library CEO
City of Temiskaming Shores Public Library
545 Lakeshore Road South
Temiskaming Shores, ON
Phone: (705) 672-3707 ext. 4804
Fax: (705) 672-5966
rhunt@temiskamingshores.ca

Scope of Work

The City is interested in receiving proposals from bidders for the supply, delivery and installation of shelving as specified in the table and floorplan below. The shelving must match shelving owned by the library in the following specifications:

Part 1 – General

- 1.1 Free standing steel shelving with cantilevered shelves with fully welded upright column and base feet to provide maximum column rigidity and minimal stack movement.
- 1.2 All finished surfaces shall be free of scratches, marks, dents or blemishes, and exhibit no cracking or peeling.
- 1.3 Ranges are made up of starter bays and add-on bays and are designed in such a way that it is possible to remove or add bays without affecting the stability of the range.
- 1.4 All shelving is available in either open or closed style. Open style does not include end panels, dustcover/countertop or kickplates. Closed style shall include end panels, dustcover/countertop and kickplates.
- 1.5 All parts including the bottom shelves are to be completely interchangeable.
- 1.6 All steel components shall be electrostatically powder coated with medium gloss and be minimal of 3.0 MILS.
- 1.7 All shelves shall carry a load of 50 lb per foot without deflection in excess of 3/16".

Part 2 – Component Specifications

2.1 Upright columns

- 2.1.1. Upright columns to consist of two #16 gauge hat-shaped sections, flanged outwardly and electrically spot welded to form a 2-1/4" x 1-5/8" rectangular box section. Slots for shelf positioning are punched on two sides of the column at one inch centers.
- 2.1.2. Each upright column shall be welded to a 2" x 2" x #12 gauge tubular foot.

- 2.1.3. Foot to include two adjustable glides 1-11/16" base x 5/16" stem x 1-1/2"L.
- 2.1.4. The end openings in the base foot are to be fitted with a removable plastic cap.
- 2.1.5. Upright columns shall be punched both top and bottom to accept horizontal stretchers. Single starters that exceed 64" in height shall be punched for a third stretcher.

2.2 Stretchers

- 2.2.1. Stretchers shall be made of #16 gauge steel bent in a U shape with finished dimensions 1-1/2"W x 4"H
- 2.2.2. Four tapered lugs are punched on each end of the stretcher that hook snugly into upright columns.
- 2.2.3. All stretchers shall be in the same horizontal plane as the shelves. No diagonal bracing is acceptable.

2.3 Shelf Wings

- 2.3.1. Shelf wings shall be made of #16 gauge steel.
- 2.3.2. Top and front edges shall be flanged outwardly to a half round profile to prevent damage to books.
- 2.3.3. The depth of the wing shall not be less than that of the shelf for which it is intended. The height of the wing shall be 6" above shelf surface.
- 2.3.4. Shelf wings to have no less than three hooks and one safety lug that fits into upright columns.
- 2.3.5. Shelf support shall run full length of wing and be minimum of 7/8"H 180 degree return bend at the base of the wing.
- 2.3.6. Wing to receive an outward dimple in the upper front corner to act as a shelf spacer and eliminate overlapping of shelves.

2.4 Dustcover

- 2.4.1. Dustcovers shall be made of #20 gauge steel and extend the full width and depth of each bay.
- 2.4.2. Dustcovers to have no less than six 90 degree bends running the full length of the dustcover.
- 2.4.3. Front and back edge to be 1" high.

2.5 Kickplate

- 2.5.1. Kickplates shall be made of #20 gauge steel.
- 2.5.2. Kickplate to be fastened to foot using low profile plastic one-way fasteners.

2.6 Brackets

- 2.6.1. Dustcover brackets shall be made of #13 gauge steel.
- 2.6.2. Countertop brackets shall be made of #16 gauge steel.

Part 3 – Shelves

3.1 Slotted Box Shelf

- 3.1.1. Slotted Box Shelves shall be made of #20 gauge steel.
- 3.1.2. The front edge of the shelf shall have a box formation with a 1" high tri-fold 90 degree bend running the full length of the shelf. The back edge of the shelf is to have a 6" high upturned bend with two 90 degree bends running the full length of the shelf.
- 3.1.3. The shelf surface and back shall have slots punched on 1" centers to receive a three-point steel divider. Two rows of slots in the back, one row of slots in the shelf surface.
- 3.1.4. Shelf ends shall have 90 degree downward bend that is 15/16"H and to have 2 dimples to engage the shelf wing.

Part 4 – Shelf Accessories

4.1 Shelf Divider

- 4.1.1. Divider shall be made of #18 gauge steel.
- 4.1.2. Dividers shall come in standard heights of 8" high.
- 4.1.3. Each divider shall have two hooks on the back and one on the bottom.
- 4.1.4. The front top corner of the divider shall be rounded.
- 4.1.5. To be used with slotted box shelf.

4.2 Riser/Filler

- 4.2.1. Riser or Filler shall be made of #20 gauge steel. Riser or filler shall have four 90 degree bends. Riser or filler shall rest upon any flat shelf. If riser or filler is used on a slotted box shelf then the dividers are to be notched accordingly. Risers shall come in a standard size of 4" Deep and 1 ½" H.

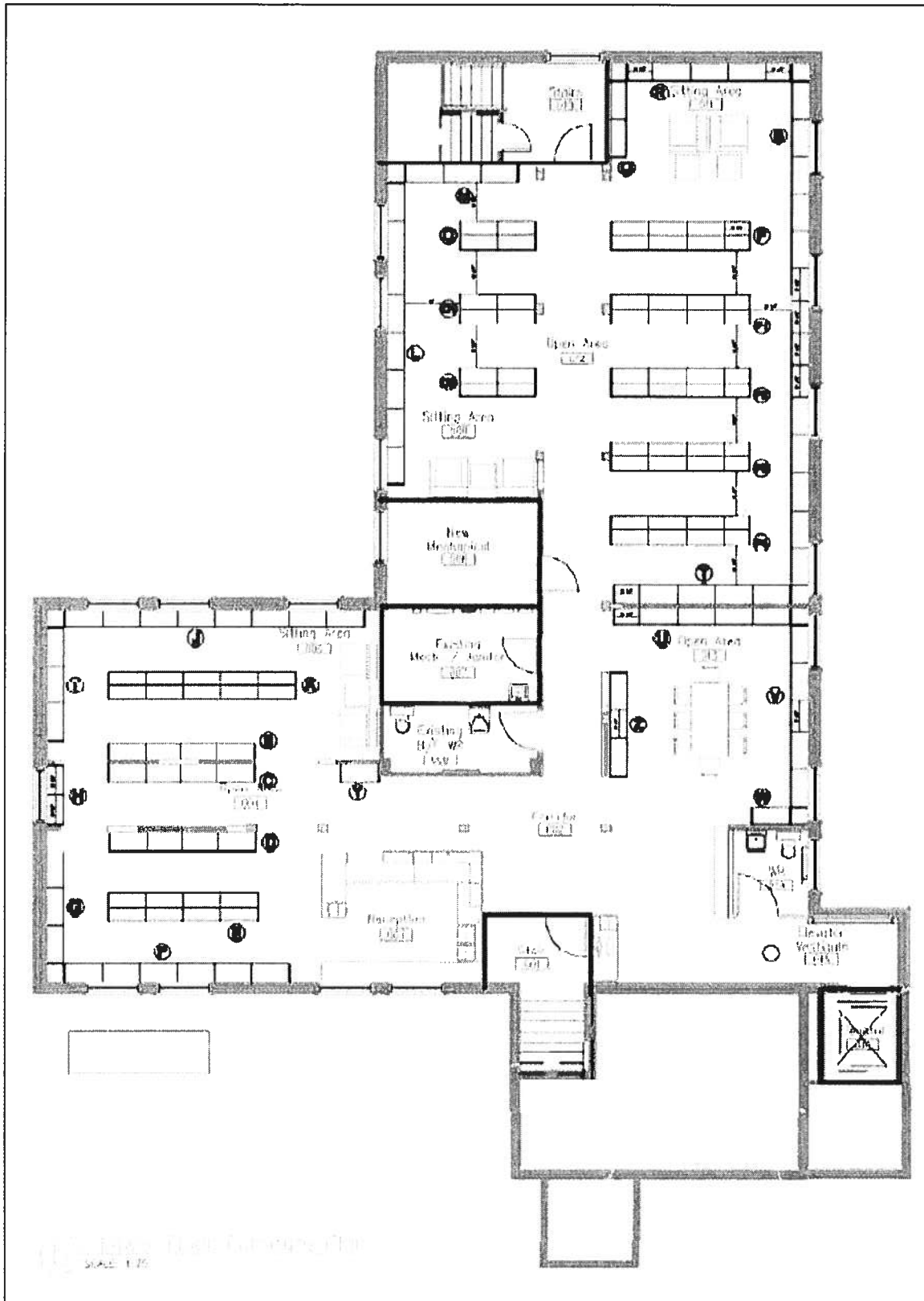
The quantity and size of shelving required is listed in the table below. The Library owns some Horizon steel shelving and requires Horizon shelving or equivalent shelving that can be easily incorporated with the owned shelving. All units are 64" high. There are single faced and double-faced sections in the floorplan so depths are either 12" or 24" deep. Most units are a standard 36" wide but there are variations to maximize shelving space in the building depending on the section. All units to come with either four or five slotted box shelves as per the specified section and two steel dividers per shelf, as well as steel dustcovers. There are several sections that require steel corner fillers and the audiobook section (section U) requires risers/spacers for the shelves. This will require notched steel dividers for that section. The library will be incorporating the existing shelving owned by the library into the floorplan and this is indicated in the chart.

ITEM	QTY	DESCRIPTION
A		Horizon Closed Double Faced Library Shelving. Use from existing shelving. 1 Starter, 4 Addons
B	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 36"W x 12"D. Unit c/w 5 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	3	36"W Addon for above.
C	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 36"W x 12"D. Unit c/w 5 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	3	36"W Addon for above
D	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 36"W x 12"D. Unit c/w 4 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	3	36"W Addon for above
E		Horizon Closed Double Faced Library Shelving. Use from existing shelving. 1 Starter, 3 Addons
F	5	Horizon Closed Single Faced Library Shelving - Starter Unit *Use from existing 64 " H, 36"W, 12" D Addon for above, 4 Shelves w/ 2-8"H Dividers per shelf.
G	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 36"W x 12"D. Unit c/w 4 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	2	36"W Addon for above
H	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 28"W x 12"D. Unit c/w 5 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	1	28"W Addon for above
I	2	Horizon Closed Single Faced Library Shelving - Starter Unit *Use from existing 64" H, 36"W, 12" D Addon for above, 5 Shelves w/ 2-8"H Dividers per shelf.
J		Horizon Closed Single Faced Library Shelving - Starter Unit *Use from existing 1 Starter, 4 Addons

	3	64" H, 36"W, 12"D Addon for above, 5 Shelves w/ 2-8"H Dividers per shelf.
	1	Steel corner filler
L	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 36"W x 12"D. Unit c/w 5 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	7	36"W Addon for above
M	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 36"W x 12"D. Unit c/w 5 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	2	36"W Addon for above
	1	Steel corner filler
O	1	Closed Double Faced Library Shelving - Starter Unit 64"H x 36"W x 24"D. Unit c/w 10 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	1	36"W Addon for above
O1	1	Closed Double Faced Library Shelving - Starter Unit 64"H x 36"W x 24"D. Unit c/w 10 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	1	36"W Addon for above
O2	1	Closed Double Faced Library Shelving - Starter Unit 64"H x 36"W x 24"D. Unit c/w 10 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	1	36"W Addon for above
P	1	Closed Double Faced Library Shelving - Starter Unit 64"H x 36"W x 24"D. Unit c/w 10 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	2	36"W Addon for above
	1	24"W Addon for above
P1	1	Closed Double Faced Library Shelving - Starter Unit 64"H x 36"W x 24"D. Unit c/w 10 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	2	36"W Addon for above
	1	24"W Addon for above
P2	1	Closed Double Faced Library Shelving - Starter Unit 64"H x 36"W x 24"D. Unit c/w 10 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	2	36"W Addon for above

	1	24"W Addon for above
P3	1	Closed Double Faced Library Shelving - Starter Unit 64"H x 36"W x 24"D. Unit c/w 10 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	2	36"W Addon for above
	1	24"W Addon for above
P4	1	Closed Double Faced Library Shelving - Starter Unit 64"H x 36"W x 24"D. Unit c/w 10 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	2	36"W Addon for above
	1	24"W Addon for above
Q	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 36"W x 12"D. Unit c/w 5 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	1	36"W Addon for above
R	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 24"W x 12"D. Unit c/w 5 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	3	36"W Addon for above
	1	24"W Addon for above
	1	Steel corner filler
S	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 36"W x 12"D. Unit c/w 5 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	9	36"W Addon for above
	4	31"W Addon for above
	1	Steel corner filler
T	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 24"W x 12"D. Unit c/w 5 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	4	36"W Addon for above
U	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 24"W x 12"D. Unit c/w 5 - 12"D Slotted Box Shelves with 2 - 8"H Notched Steel dividers per shelf to accommodate Risers. Laminate end panels. Steel dustcovers. 1 --4"D x 1-1/2"H Riser/Spacer for each shelf, accommodating a 24" W. starter and 36" W addons.
	4	36"W Addon for above
	1	Steel corner filler

V	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 36"W x 12"D. Unit c/w 4 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	3	36"W Addon for above
	1	30"W Addon for above
	1	Steel corner filler
W	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 36"W x 12"D. Unit c/w 4 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
Y	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 36"W x 12"D. Unit c/w 5 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
Z	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 36"W x 12"D. Unit c/w 5 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	1	36"W Addon for above
	1	28"W Addon for above
AA (Not Pictured)	2	Mobile Curved Double Faced Steel Library Shelving - Starter Unit Size: 52"H x 37-1/4"W x 24"D. On casters. Unit c/w 8 Shelves, laminate countertops and end panels. 26 Degree.
	2	Addon for above



City of Temiskaming Shores
LIB-RFP-001-2019

Supply, Delivery and Installation of Library Shelving

LIB-RFP-001-2019

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Ven-Rez Products Ltd.

(Registered Company Name/Individuals Name)

Of, 380 Sandy Point Road, Shelburne, NS B0T 1W0

(Registered Address and Postal Code)

Business:

Phone Number: (902) - 875-3178

Fax Number: (902) - 875-3371

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

Schedule of Items and Prices		
Note: Description of items found in table contained within Part 4.		
Item	Lump Sum	Total
B	Lump Sum:	\$1224.00
C	Lump Sum:	\$1224.00
D	Lump Sum:	\$1088.25
F	Lump Sum:	\$1188.25
G	Lump Sum:	\$873.10
H	Lump Sum:	\$680.60
I	Lump Sum:	\$543.40
J	Lump Sum:	\$837.70
K	Lump Sum:	N/A
L	Lump Sum:	\$2310.80
M	Lump Sum:	\$974.90
N	Lump Sum:	\$1131.65
O	Lump Sum:	\$3394.95
P	Lump Sum:	\$10264.75
Q	Lump Sum:	\$680.60

R	Lump Sum:	\$1518.30
S	Lump Sum:	\$3963.60
T	Lump Sum:	\$1495.70
U	Lump Sum:	\$1518.30
V	Lump Sum:	\$1348.60
W	Lump Sum:	\$375.00
X	Lump Sum:	N/A
Y	Lump Sum:	\$408.90
Z	Lump Sum:	\$952.30
AA	Lump Sum:	\$6631.20
Installation	Lump Sum:	\$5000.00
FOB	New Liskeard:	\$6000.00
Sub-Total:		\$54497.70
HST:		\$7084.70
Total Lump Sum Price:		\$61582.40

Proposal Evaluation Criteria

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

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

City Proposal Evaluation Criteria			Maximum Total Points
	Weight	Points	
Qualifications, Expertise and Performance on Similar Purchases			
Past ability to complete transactions within timelines and budgets	6	10	60
Stability and reputation of firm	4	10	40
Qualifications of sales staff	5	10	50
Qualifications of senior staff / manager	5	10	50
20%			
Proposed Supplier Contact / Manager and Support Team			
Past experience in directing / involvement with similar purchases	5	10	50
Specialized expertise	5	10	50
Understanding of proposed goods to be provided	5	10	50
15%			
Completeness and Schedule			
Availability of key staff	5	10	50
Demonstrated customer service program	5	10	50
Methodology and Schedule for delivery of goods	10	10	100
Demonstrated how the firm will assist the Library in delivery and installation of shelving.	5	10	50
25%			
Knowledge of Library Regarding the Purchase			
Members of the team must be familiar with Library operations in regards to shelving systems	10	10	100
10%			
Estimated Fees and Disbursements			
Cost estimates are evaluated for completeness and lowest is scored 10 points, next 8 points, etc. If more than 5 proposals, then only 5 lowest Bids are to receive points, and the remaining higher prices will be given 0.25 points. Prices within a small differential will be scored as equal.	30	10	300
30%			

City of Temiskaming Shores

LIB-RFP-001-2019

Supply, Delivery and Installation of Library Shelving

NON-COLLUSION AFFIDAVIT

I/ We Ven-Rez Products Ltd. the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Signed: 

Company Name: Ven-Rez Products Ltd.

Title: Peter DesChamp, Estimator

City of Temiskaming Shores

LIB-RFP-001-2019

Supply, Delivery and Installation of Library Shelving

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual, or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at Shelburne, NS this 29th day of October, 2019.

Firm Name: Ven-Rez Products Ltd.

Bidder's Authorized Official: John Rice

Title: Operations Manager

Signature:  _____



Horizon Library Shelving General Specification

Part 1 – General

- 1.1 Free standing steel shelving with cantilevered shelves with fully welded upright column and base feet to provide maximum column rigidity and minimal stack movement.
- 1.2 All finished surfaces shall be free of scratches, marks, dents or blemishes, and exhibit no cracking or peeling.
- 1.3 Ranges are made up of starter bays and add-on bays and are designed in such a way that it is possible to remove or add bays without affecting the stability of the range.
- 1.4 All shelving is available in either open or closed style. Open style does not include end panels, dustcover/countertop or kickplates. Closed style shall include end panels, dustcover/countertop and kickplates.
- 1.5 All parts including the bottom shelves are to be completely interchangeable.
- 1.6 All steel components shall be electrostatically powder coated with medium gloss and be minimal of 3.0 MILS.
- 1.7 All shelves shall carry a load of 50 lb per foot without deflection in excess of 3/16”.

Part 2 – Component Specifications

- 2.1 Upright columns
 - 2.1.1 Upright columns to consist of two #16 gauge hat-shaped sections, flanged outwardly and electrically spot welded to form a 2-1/4” x 1-5/8” rectangular box section. Slots for shelf positioning are punched on two sides of the column at one inch centers.
 - 2.1.2 Each upright column shall be welded to a 2” x 2” x #12 gauge tubular foot.
 - 2.1.3 Foot to include two adjustable glides 1-11/16” base x 5/16” stem x 1-1/2”L.
 - 2.1.4 The end openings in the base foot are to be fitted with a removable plastic cap.
 - 2.1.5 Upright columns shall be punched both top and bottom to accept

horizontal stretchers. Single starters that exceed 64" in height shall be punched for a third stretcher.

2.2 Stretchers

2.2.1 Stretchers shall be made of #16 gauge steel bent in a U shape with finished dimensions 1-1/2"W x 4"H

2.2.2 Four tapered lugs are punched on each end of the stretcher that hook snugly into upright columns.

2.2.3 All stretchers shall be in the same horizontal plane as the shelves. No diagonal bracing is acceptable.

2.3 Shelf Wings

2.3.1 Shelf wings shall be made of #16 gauge steel.

2.3.2 Top and front edges shall be flanged outwardly to a half round profile to prevent damage to books.

2.3.3 The depth of the wing shall not be less than that of the shelf for which it is intended. The height of the wing shall be 6" above shelf surface.

2.3.4 Shelf wings to have no less than three hooks and one safety lug that fits into upright columns.

2.3.5 Shelf support shall run full length of wing and be minimum of 7/8"H 180 degree return bend at the base of the wing.

2.3.6 Wing to receive an outward dimple in the upper front corner to act as a shelf spacer and eliminate overlapping of shelves.

2.4 Dustcover

2.4.1 Dustcovers shall be made of #20 gauge steel and extend the full width and depth of each bay.

2.4.2 Dustcovers to have no less than six 90 degree bends running the full length of the dustcover.

2.4.3 Front and back edge to be 1" high.

2.5 Kickplate

2.5.1 Kickplates shall be made of #20 gauge steel.

2.5.2 Kickplate to be fastened to foot using low profile plastic one-way fasteners.

2.6 Brackets

2.6.1 Dustcover brackets shall be made of #13 gauge steel.

2.6.2 Countertop brackets shall be made of #16 gauge steel.

- 2.7 Mobile Shelving
 - 2.7.1 Mobile shelving is not recommended for heights exceeding 52”H
 - 2.7.2 Mobile shelving is for double faced units only.
 - 2.7.3 Mobile shelving is not recommended to exceed two bays in length (72” long) as the stack becomes too heavy to move when loaded with books.
 - 2.7.1 Mobile Shelving to have heavy duty 4” Dia x 2” wide caster with minimum 750 lb capacity.
 - 2.7.2 Caster housing to be solidly welded to upright frame.
 - 2.7.3 A 5” long piece of 2” x 2” x 1/8” square tubing is welded to foot to distribute load of caster.
 - 2.7.4 Cross bracing is 1-1/4” x 16 gauge square tubing that is bolted to 5” long section of 2” x 2” tubing.

Part 3 – Shelves

- 3.1 Slotted Box Shelf
 - 3.1.1 Slotted Box Shelves shall be made of #20 gauge steel.
 - 3.1.2 The front edge of the shelf shall have a box formation with a 1” high tri-fold 90 degree bend running the full length of the shelf. The back edge of the shelf is to have a 6” high upturned bend with two 90 degree bends running the full length of the shelf.
 - 3.1.3 The shelf surface and back shall have slots punched on 1” centers to receive a three-point steel divider. Two rows of slots in the back, one row of slots in the shelf surface.
 - 3.1.4 Shelf ends shall have 90 degree downward bend that is 15/16”H and to have 2 dimples to engage the shelf wing.
- 3.2 Tray Shelf
 - 3.2.1 Tray Shelves shall be made of #20 gauge steel.
 - 3.2.2 The front and back edge of the shelf shall have a box formation with a 1” high tri-fold 90 degree bend running the full length of the shelf.
 - 3.2.3 Shelf ends shall have 90 degree downward bend that is 15/16”H and to have 2 dimples to engage the shelf wing.

- 3.3 Box Shelf
 - 3.3.1 Box shelf shall be made of #20 gauge steel.
 - 3.3.2 The front edge of the shelf shall have a box formation with a 1” high tri-fold 90 degree bend running the full length of the shelf. The back edge of the shelf is to have a 6” high upturned bend with two 90 degree bends running the full length of the shelf.
 - 3.3.3 Shelf ends shall have 90 degree downward bend that is 15/16”H and have 2 dimples to engage the shelf wing.

- 3.4 Low Back Shelf
 - 3.4.1 Low Back Shelf shall be made of #20 gauge steel.
 - 3.4.2 The front edge of the shelf shall have a box formation with a 1” high tri-fold 90 degree bend running the full length of the shelf. The back edge of the shelf is to have an 1-1/4” high upturned bend with two 90 degree bends running the full length of the shelf.
 - 3.4.3 Shelf ends shall have 90 degree downward bend that is 15/16”H and have 2 dimples to engage the shelf wing.

- 3.5 Periodical Display and Storage Shelf
 - 3.5.1 Pivoting shelf shall be made of #20 gauge steel.
 - 3.5.2 Pivoting shelf is attached to wing with nut and bolt to allow 6” of storage underneath.
 - 3.5.3 The bottom edge of the pivoting shelf shall have two 90 degree bends to form a 1-3/8” lip.
 - 3.5.4 Shelf to stand open without holding in an open position.
 - 3.5.5 Pivoting shelf used in conjunction with box shelf.

- 3.6 Magazine Display Shelf
 - 3.6.1 Fixed display shelf shall be made of #20 gauge steel.
 - 3.6.2 Display shelf is mounted in a fixed position to wing using nuts and bolts.
 - 3.6.3 The bottom edge of the display shelf shall have two 90 degree bends to form a 1-3/8” lip.

- 3.7 Sliding Reference Shelf
 - 3.7.1 Sliding Reference Shelf shall be made of #20 Gauge steel.
 - 3.7.2 Sliding shelf assembly shall be securely welded to underside of adjustable shelf using #14 gauge brackets.
 - 3.7.3 The sliding shelf shall operate on full suspension ball bearing slides with rubber bumpers at the end of travel.
 - 3.7.4 The front edge of the shelf shall be a box formation that is 7/8” high.
 - 3.7.5 The front edge of the sliding shelf to extend 1” beyond the face of the adjustable shelf for ease of location.

- 3.8 Pullout Browser Shelf
 - 3.8.1 Browser shelf body shall be made of #20 gauge steel. Shelf sides, sloped wall, U-channel and joiner shall be made of #16 gauge steel.
 - 3.8.2 The browser shelf shall operate on full suspension ball bearing slides with rubber bumpers at the end of travel.
 - 3.8.3 Dividers are ¼" round steel rod.
 - 3.8.4 The browser shelf to include a removable ribbed rubber mat to prevent slippage of media.

- 3.9 Comic Book Shelf
 - 3.9.1 Comic book shelf shall be made of #20 gauge steel.
 - 3.9.2 Front lip to extend 2" above the top of the shelf.
 - 3.9.3 Front lip to be welded to front flange of shelf.
 - 3.9.4 #20 Gauge angled shelf supports welded to shelf. Angle to provide approximately 8.5 degrees of slope to the shelf.

- 3.10 Multi-media Shelf – Rod
 - 3.10.1 The media rod shall use the shelf wing to integrate into the library system.
 - 3.10.2 Two 5/16" round steel rods mounted in an over under fashion. Both ends of the rods are to be threaded to allow it to be fastened to wings.

- 3.11 Newspaper Shelf
 - 3.11.1 Newspaper shelf sides shall be made of #16 gauge steel.
 - 3.11.2 Shelf sides to have no less than six hooks and one safety lug that fits into upright columns.
 - 3.11.3 Rods shall be 7/8" Dia wood dowel.
 - 3.11.4 Two spreader rods shall be 3/8" round steel with both ends threaded to allow it to be fastened to sides.

Part 4 – Shelf Accessories

- 4.1 Shelf Divider
 - 4.1.1 Divider shall be made of #18 gauge steel.
 - 4.1.2 Dividers shall come in standard heights of 5" or 8" high.
 - 4.1.3 Each divider shall have two hooks on the back and one on the bottom.
 - 4.1.4 The front top corner of the divider shall be rounded.
 - 4.1.5 To be used with slotted box shelf.
- 4.2 Clip-on Divider
 - 4.2.1 Clip-on divider shall be made of #18 gauge steel.
 - 4.2.2 Front edge of divider to snugly fit the front edge of a standard adjustable shelf.

- 4.3 Face Out Book Display
 - 4.3.1 Face out book display shall be made of #18 gauge steel.
 - 4.3.2 Book display to hook under lip of adjustable shelf.
- 4.4 Findable Book Divider
 - 4.4.1 Findable book divider shall be made of #18 gauge steel.
 - 4.4.2 Findable book divider to have side flanges to prevent loss amongst the books.
- 4.5 "L" Bookend
 - 4.5.1 Bookend shall be made of #18 gauge steel.
 - 4.5.2 Entire bottom of bookend shall have non-skid cork.
 - 4.5.3 All corners to be rounded.
- 4.6 Riser or Filler
 - 4.6.1 Riser or Filler shall be made of #20 gauge steel.
 - 4.6.2 Riser or filler shall have four 90 degree bends.
 - 4.6.3 Riser or filler shall rest upon any flat shelf.
 - 4.6.4 If riser or filler is used on a slotted box shelf then the dividers are to be notched accordingly.
- 4.7 Zig Zag
 - 4.7.1 Zig zag shall be made of #20 gauge steel.
 - 4.7.2 The zig zag shall include nine 90 degree bends and extend the full width of the shelf.
 - 4.7.3 The zig zag shall rest upon any flat shelf.
- 4.8 Wire Divider
 - 4.8.1 Wire divider shall be made of ¼" round steel rod.

Part 5 – Finish Specifications

- 5.1 All steel components to undergo a five stage cleaning process.
 - Stage 1 contains a soapy degreasing agent that removes dirt, grease, oil, welding flux and loose scales.
 - Stage 2 is a clear water rinse.
 - Stage 3 provides a phosphate coating that inhibits corrosion and improves adhesion of powder finish.
 - Stage 4 is a clear water rinse.
 - Stage 5 is a final wetting and coating of bonding agent for powder coat.
- 5.2 After units are cleaned, the parts pass through a dry-off oven. Immediately following is our modern automatic electrostatic powder coat painting system. The powder electrostatically adheres to the metal and is baked for approximately twenty minutes at an average temperature of 395 F. The finish is a medium gloss and highly resistant to scratches.

Subject: Annual Landfill Monitoring and Reporting **Report No.:** PW-034-2019
Hail. and NL Landfill Sites – Contract Extension **Agenda Date:** November 5, 2019

Attachments

Appendix 01: Haileybury Landfill Capacity Report

Appendix 02: Extension Proposal – Wood

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-034-2019; and
2. That Council directs Staff to prepare the necessary by-law to amend By-law No. 2013-054 to extend the current agreement with Wood (formerly Amec Foster Wheeler) for a period of 2 years at an annual cost of \$63,608.00 for 2020 and \$65,516.00 for 2021, plus applicable taxes, for consideration at the November 5, 2019 Regular Council meeting.

Background

In April of 2013, Council authorized a five-year agreement with Amec Environmental and Infrastructure (now Wood) to perform annual monitoring and reporting at both the Haileybury and New Liskeard Landfill Sites.

Additionally, in September of 2010 the City entered into a contractual agreement through By-law 2010-131 with Amec for work associated with the expansion of the New Liskeard Landfill which is currently on-going.

As Council is aware, the New Liskeard Landfill expansion required an Environmental Assessment (EA) which is a very intensive process requiring Ministry review, requirements and approval. As a result, Council has approved the expansion of the annual monitoring network at the New Liskeard Landfill through Contract Change Orders.

In 2017, through By-law 2017-117, Council approved an amendment to By-law 2013-054, being a 2-year extension of the agreement for annual monitoring and reporting of both Landfill Sites. The extension was approved based on the fact that the same consultant is performing the annual monitoring and reporting requirements as well as the duties associated with the New Liskeard Landfill Expansion. The extension of the monitoring and reporting agreement expires in June of 2020.

Analysis

In April of 2019, the City was provided notice that the Environmental Assessment for the Expansion of the New Liskeard Landfill had been approved. This approval is subject to conditions, two of which include providing information surrounding groundwater and surface water through the Environmental Compliance Approval (ECA) application process and developing a monitoring and reporting program which must obtain Ministry approval prior to the start of construction. Wood is currently working on these conditions and will be submitting the ECA in the near future.

Recently, Staff received a capacity report for the Haileybury Landfill as a result of the topographic survey which was performed in 2019. This report indicates that the landfill has a remaining life expectancy of 2.7 years with anticipated closure to be in March of 2022. As a result of the ECA not being approved as of yet and the updated Landfill life expectancy, Staff requested that Wood provide a proposal for an additional 2-year extension for the monitoring and reporting requirements for both Landfills.

This proposal was received and reviewed by Staff. In consultation with Wood, they are suggesting a 3% increase to the current pricing each year to accommodate increases in laboratory costs.

This proposal was discussed at the Public Works Committee Meeting held on October 10, 2019 resulting in the following recommendation:

Recommendation PW-2019-054

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee recommends that Council approves the extension of the current agreement with Wood to align with the closure of the Haileybury Landfill in 2022.

A Request for Proposal will be released for the monitoring and reporting requirements at both Landfills once the expansion is complete and the City has obtained Ministry approval for the monitoring and reporting plan.

Appendix 01 outlines the capacity report for the Haileybury Landfill. Appendix 02 outlines the proposal provided by Wood.

Section 3.0 of the agreement for the Monitoring and Reporting of the 2 Landfills states:

Prior to the termination date of this Agreement, the Corporation shall notify the Consultant of the City's decision either to seek proposals, renegotiate, assume, or to extend the term of this Agreement for the services supplied herein for a period to be fixed at that time.

Relevant Policy / Legislation/City By-Law

- By-law No 2013-054 – Agreement with Amec for Monitoring and Reporting at the Haileybury and New Liskeard Landfill Sites.

- By-law No. 2010-131 – Agreement with Amec for Work Associated with the Expansion of the New Liskeard Landfill.
- By-law No. 2017-117 – Agreement extension with Amec (Wood) for Monitoring and Reporting at the Haileybury and New Liskeard Landfill Sites.

Asset Management Plan Reference

Not Applicable

Consultation / Communication

- Public Works Committee Meeting – October 10, 2019

Financial / Staffing Implications

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

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

The costs associated with the 2-year extension will be budgeted in the 2020 and 2021 Solid Waste operational budget.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

Steve Burnett
Technical & Environmental
Compliance Coordinator

G. Douglas Walsh
Director of Public Works

Christopher W. Oslund
City Manager



October 9, 2019

Steve Burnett
Technical & Environmental Compliance Coordinator
The Corporation of the City of Temiskaming Shores
PO Box 2050 325 Farr Drive
Haileybury, ON, P0J 1K0

Re: 2019 Haileybury Landfill Site

Job # NWL-01901034

EXP Services Inc. is pleased to provide this technical memorandum on the 2019 site life for the Haileybury landfill Site ("the Site").

Volume and Site Life

The Haileybury Landfill is located on Lot 1, Concession 2 of Bucke Township of Parcel 9551 SST. It has been in operation since 1975. The approved total volume for waste, daily cover and final cover that may be disposed within the fill area of the landfill is 452,221 m³. According to the City, it is expected to reach capacity in 2019.

An active site survey of the landfill was completed on June 5th, 2019. The resulting topographical contours are illustrated on drawing 1. A final cap surface was developed based on interpreting the final landfill cap contours in SRQ Plan 99-783, sheet 6. From this surface, a top of final cap boundary and a toe of slope of the final cap boundary were developed. The boundaries, as well as grades and elevations for the final cap are shown on drawing 1.

The surface for the landfill cap was used in conjunction with the depth of clay cover (600 mm), depth of top soil (150 mm), and the 2019 topographical survey to determine the remaining capacity of the landfill. The remaining capacity calculations for the site were performed using AutoCAD Civil 3D. It is estimated that the remaining volume (air space) of the site is 57,005.43 m³.

Given the table (shown on the next page) from the Land Feasibility Study Expansion of Existing Landfill Sites by amec, an estimated waste generation rate of approximately 21,488 m³ can be anticipated in 2019. With this waste generation rate, the landfill has an estimated life span of 31.8 months (2.7 years) remaining. Using these values, it was determined that the landfill will be at capacity before the end of March 2022. This date is an estimate of when the landfill will reach capacity based on the assumed waste generation rate and is not a final date of use. It should be noted that the annual waste generation volumes are an estimate from the employees at the landfill and are subject to error.



**Table 2.5
Haileybury Landfill
Remaining Site Life**

Year	Annual Volume of Compacted Waste (m ³)	Remaining Waste Capacity (m ³)
		150,953 (as of 2008)
2009	19,373	131,580
2010	19,587	111,993
2011	19,797	92,196
2012	20,010	72,186
2013	20,220	51,966
2014	20,433	31,533
2015	20,647	10,886
2016	20,857	Haileybury Waste Capacity consumed

Table 2.5 From amec Feasibility Report

Calculations

Waste generation rate in 2016	=	20,857 m ³
Waste generation rate in 2018	=	21,276 m ³

Based on the table from the above mentioned amec report, a 1.0 % increase in waste generation per year can be expected.

Anticipated Waste generation in 2019	= 21,276 m ³ (1.01) ⁽²⁰¹⁹⁻²⁰¹⁸⁾	=	21,488 m ³ /year
Monthly waste generation rate	= 21,488 m ³ / 12 months	=	1,791 m ³ /month
Remaining lifespan	= 57,005.43 m ³ / 1,791 m ³ /month	=	31.8 months
	= 31.8 months / 12 months per year	=	<u>2.7 years</u>

Recommendations

It is recommended that the City obtain a detailed survey of the landfill site annually, with an additional survey being completed six (6) months prior to the anticipated closure date.

Notes

The benchmark elevation used for surveying was initially based on the benchmark (RIB 14, 295.064 m) used in EXP job NWL-01601008. This elevation that was used between 2011 and 2016 is inconsistent with previous jobs. The correct benchmark elevation (296.295 m) was used in all EXP jobs prior to 2011. The D.F. Elliott survey elevation matches the elevation of RIB 14. Based on this information, the 2018 survey points were shifted to match the correct elevation of RIB 14. The difference between the two noted elevations is 1.231 m. The 2018 survey points were shifted 1.272 m based on the difference between the survey elevation and the correct benchmark elevation.

The final grade contour drawings (SRQ plan 99-783, sheet 6) is based on the Benchmark (RIB 14) having an elevation of 296.295 m. The contours on this drawing were interpreted to create a final landfill cap surface that corresponds to the proper benchmark elevation. This final landfill cap surface was used in conjunction with the 2019 survey to determine the remaining landfill capacity.



Yours truly,

Exp Services Inc.,

A handwritten signature in blue ink, appearing to read 'Brad Gilbert', is written over a horizontal line. The signature is stylized and fluid.

Brad Gilbert, A.Sc.T, rcsi,
Project Manager, New Liskeard.

Wood Environment & Infrastructure Solutions, a division of Wood Canada Limited ('Wood') Terms and Conditions

1. **COMPENSATION:** Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice. Payment will be made to Wood at the address specified on Wood's invoice. If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify Wood of that fact in writing within ten (10) days from the date of receipt of Wood's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

2. **STANDARD OF CARE:** WOOD will perform the Scope of Services utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Wood's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. **INDEPENDENT CONTRACTOR:** Wood shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. Wood shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any. Unless otherwise agreed to in writing by Wood and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

4. **INSURANCE:** Wood will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

5. **CHANGES:** CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of Wood, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement. Should Wood encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Wood shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in Wood's reasonable opinion, the conditions cause an increase or decrease in Wood's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Wood's compensation, schedule, or both. In the event no Change Order is agreed to, Wood reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

6. **FORCE MAJEURE:** Should performance of Services by Wood be affected by causes beyond its reasonable control, Wood will be granted a time extension and the parties will negotiate an equitable adjustment to the price, where appropriate, based upon the effect of the Force Majeure on performance by Wood.

7. **CLIENT'S RESPONSIBILITIES:** CLIENT agrees to provide Wood all available material, data, and information pertaining to the Services.

8. **SITE ACCESS:** CLIENT shall at its cost and at such times as may be required by Wood for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site including third party sites if required (ii) provide an adequate area for Wood's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. Wood will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Wood in connection with its work.

9. **WARRANTY OF TITLE, WASTE OWNERSHIP:** CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT At no time will Wood assume possession or title, constructive or express, to any such materials, including samples and wastes.

10. LIMITATION OF LIABILITY:

CLIENT's sole and exclusive remedy for any alleged breach of Wood's standard of care hereunder shall be to require Wood to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF WOOD TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENCE ACT(S), ERROR(S) OR OMISSION(S) OF WOOD IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO WOOD BY CLIENT UNDER THE AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (i) ALL PRESENT AND FUTURE CLAIMS AGAINST WOOD OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (ii) ANY LIABILITY OF WOOD IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, Wood would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by Wood, (iv) the Limitation is merely a limitation of, and not an exculpation from, Wood's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Wood, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Wood performing the Services in accordance with the Standard of Care.

Wood and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either Wood or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which Wood shall be liable are limited to that proportion of such damages which is attributable to Wood's percentage of fault subject to the other limitations herein. 11. **INDEMNITY.** CLIENT agrees to defend, indemnify, protect and hold harmless Wood and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by Wood under this Agreement, unless such injury or loss is caused by the sole negligence of Wood. 12. **ASSIGNMENT AND SUBCONTRACTING:** Neither party shall assign its interest in this Agreement without the written consent of the other.

13. **COST ESTIMATES:** If included in the Services, Wood will provide cost estimates based upon Wood's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only Wood's judgment as a professional and, if furnished, are only for CLIENT'S general guidance and are not guaranteed as to accuracy.

14. **TERMINATION:** Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by Wood to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

15. **GOVERNING LAWS/LANGUAGE:** This Agreement shall be governed and construed in accordance with the laws of the province of the Wood office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

16. **FIELD REPRESENTATION:** The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by Wood. The presence of Wood's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. Wood's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that Wood is not responsible for safety or security at a site, other than for Wood's employees, and that Wood does not have the contractual duty or legal right to stop the work of others. 17. **DISPUTES:** Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the province of the Wood office that is entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

18. **EXCLUSIVE USE.** Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Wood, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey Wood's reports or recommendations to any person or organization other than those identified in the project description without Wood's written authorization. CLIENT releases Wood from liability and agrees to defend, indemnify, protect and hold harmless Wood from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by Wood under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with Wood. 19. **ENTIRE AGREEMENT:** The terms and conditions set forth herein constitute the entire understanding and agreement of Wood and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall Wood be bound to any terms and conditions on such

Subject: ICIP Funding Application – Don
Shepherdson Memorial Arena

Report No.: RS-017-2019
Agenda Date: November 5, 2019

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-017-2019; and
2. That Council authorizes staff to submit a funding application to the Ministry of Infrastructure, Community, Culture and Recreation 2019 Intake under the Investing in Canada Infrastructure Program (ICIP) in the amount of \$1,590,929 for upgrades to the Don Shepherdson Memorial Arena including accessibility upgrades, roof replacement, lobby floor, seating and an air quality monitor with a city contribution of 26.67% or \$424,301.

Background

The Investing in Canada Infrastructure Program (ICIP) is a federal program designed to create long term economic growth, build inclusive, sustainable and resilient communities and support low-carbon economy. Through the ICIP, the federal government is providing \$11.8 billion dollars in federal infrastructure funding to cost-share projects under four streams – Public Transit, Green Infrastructure, Community, Culture and Recreation and Rural and Northern Communities. Under this intake of the Community, Culture and Recreation funding stream, Ontario is supporting community infrastructure priorities across the province. Community infrastructure is defined as publicly accessible, multi-purpose spaces that bring together a variety of different services, programs and/or social and cultural activities to reflect local community needs.

<u>Contribution</u>	<u>Percentage</u>
Federal	40.00
Provincial	33.33
Municipal	26.67

Priority is given to projects that are community-oriented, non-commercial, and open to the public. There are two intakes, summer of 2019 and the second anticipated for 2021. Projects must be completed by 2027-2028.

In addition to federal criteria, projects will also be assessed based on their alignment with Ontario's objectives including:

- Meets community and user needs or service gap
- Promotes good asset management and planning

- Represents good value for money
- Fosters greater accessibility.

The 2019 intake includes two categories of funding:

Multi-Purpose Category

- Focuses on the principle of integrated service delivery to address identified service gaps, individual project cap will generally be \$50 million in total project cost.
- Eligible projects consist of new build/construction projects, large scale renovation, expansion of existing facilities

Eligible asset types include hockey arenas, multipurpose recreation centres, playing fields, cultural facilities, community centres that bring together a variety of different services, community centres including recreation facilities.

Rehabilitation and Renovation Category

- Focuses on maximizing the funding impact of small-scale projects that would improve the condition of existing facilities. The individual project cap is \$5 million in total project cost.
- Eligible projects consist of renovation and rehabilitations to address functionality and use of existing facilities, small-scale improvement to address accessibility (hand rails, ramps, accessible doors/parking/elevators, wayfinding and signage etc..) and small new build/construction projects of recreation, cultural or community centre infrastructure (e.g. playing fields, tennis courts, small community squares)

Submission Deadline is Tuesday November 12th, 2019 at 12 Midnight

Analysis

In terms of the eligibility and the outlined objectives, staff considered four (4) potential projects, the impact of each on the community and that which would best utilize the funding opportunity.

Projects considered included:

- Shelley Herbert-Shea Memorial Arena Roof Replacement
- New Liskeard Community Hall Accessibility Project
- Don Shepherdson Memorial Arena (Accessibility, Roof Replacement, Lobby Floor Replacement, Seating Upgrades, Air Quality Monitor)
- Splash Pad Project

It was determined that the Don Shepherdson Memorial Arena Project best met the objectives of the funding application and would provide best use of the federal, provincial and municipal dollars.

The Recreation Services Committee met on Monday September 9th and carried Recommendation RS-2019-042 which reads as follows:

Be it recommended that the Recreation Services Committee approve the selection of the New Liskeard Arena Upgrades as the project for the application for funding to the Investing in Canada Infrastructure Program – Community Culture and Recreation 2019 Intake.

The Building and Maintenance Committee met on Thursday September 19th, 2019 and carried Recommendation BM-2019-038 which reads as follows:

Be it resolved that the Building Maintenance Committee hereby supports the Recreation Committee recommendation in regards to the submission of a funding application for the upgrades at the Don Shepherdson Memorial Arena.

Financial / Staffing Implications

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

Don Shepherdson Memorial Arena Project:

Project Funding:

Accessibility Upgrades:	\$ 360,000	Federal:	\$ 636,371
Roof Replacement:	\$ 1,000,000	Provincial:	\$ 530,257
Lobby Floor Replacement:	\$ 90,000	Municipal:	<u>\$ 424,301</u>
Seating:	\$ 20,000	Total:	\$ 1,590,929
Air Quality Monitor:	\$ 7,000		
Contract Administration:	\$ 38,170		
Contingency:	<u>\$ 75,759</u>		
Total:	\$ 1,590,929		

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

“Original signed by”

Matthew Bahm
Director of Recreation Services

Christopher W. Oslund
City Manager

**THE CITY OF TEMISKAMING SHORES
JANUARY - OCTOBER 2019 YEAR-TO-DATE
CAPITAL FINANCIAL REPORT**

Finance Department Contact:
Laura-Lee MacLeod, Treasurer

31-Oct-19

SUMMARY - CAPITAL
Revenues and Expenditures
as at October 2019

	2019 YTD			
	Actual	Total Budget	Variance B/(W)	% Change
CAPITAL				
Revenues				
Capital - General	1,231.2	4,598.8	(3,367.6)	-73.2%
Capital - Environmental	0.0	442.5	(442.5)	-100.0%
Total Revenues	1,231.2	5,041.3	(3,810.1)	-75.6%
Expenditures				
Capital - General	2,424.8	4,598.8	2,174.0	47.3%
Capital - Environmental	142.5	442.5	300.0	67.8%
Total Expenditures	2,567.3	5,041.3	2,474.0	49.1%
Net Position Capital	(1,336.1)	0.0	1,336.1	0.0%

GENERAL CAPITAL
Revenues & Expenditures
as at October 2019

Department	Project	2019			%	G	Y	R
		Actual	Budget	Variance B/(W)				
REVENUES:	Transfer from Operations		974.2	(974.2)				
	Transfer from Reserves		298.4	(298.4)				
	Financing - fleet	914.5	1,022.0	(107.5)				
	Financing - NL Library		1,700.0	(1,700.0)				
	Federal Gas Tax		601.9	(601.9)				
	Provincial Funding	265.6	0.0	265.6				
	Partnership - Splashpad	49.8	1.0	48.8				
	Partnership - Others	1.3	1.3	0.0				
Total Revenues		1,231.2	4,598.8	(3,367.6)				
EXPENDITURES:								
Corporate Services:	Backup Storage	6.5	6.6	0.1	100%	X		
	Zero Turn Lawnmowers (2 - Cemetery)	8.4	12.0	3.6	100%	X		
FEMS:	Therman Imaging System	3.7	8.5	4.8	100%	X		
	Rescue Equipment	19.7	24.6	4.9	100%	X		
Public Works:	2019 Roads Program	700.3	600.0	-100.3	100%	X		
	Golf Course Road Bridge	418.9	650.0	231.1	75%	X		
	Whitewood Avenue Pedestrian Crossing	27.9	40.0	12.1	100%	X		
	Shovel Ready Projects Design		75.0	75.0				
Solid Waste:	Landfill Expansion (EA, ECA & Design)	35.9	55.0	19.1	75%	X		
	Landfill Expansion (engineering & tender)		75.0	75.0				
Property Mtncce:	NL Community Hall Accessibiltiy Engineering	19.0	26.1	7.1	80%	X		
	NL Arena Upgrades	22.2	45.0	22.8	100%	X		
	PFC Upgrades	32.7	29.5	-3.2	100%	X		
	NL Library Relocation	82.3	1,700.0	1,617.7	60%	X		
	Hlby Medical Centre Upgrades	52.2	53.0	0.8	100%	X		
Fleet:	Pumper/Tanker	426.7	426.5	-0.2	100%	X		
	Plow Truck	263.1	300.0	36.9	100%	X		
	Grader	233.6	300.0	66.4	100%	X		
	1/2 Ton Pick Up	33.3	35.0	1.7	100%	X		
	3/4 Ton Pick Up		38.0	38.0	75%	X		
Recreation:	Recreation Master Plan		40.0	40.0	50%	X		
	Zero Turn Lawnmower	22.7	20.0	-2.7	100%	X		
	Glycol Looper NL Arena Compressor	6.9	15.0	8.1	50%	X		
	Haileybury Beach Mechanical Room		15.0	15.0				
	Floor Machine NL Arena	6.8	8.0	1.2	100%	X		
	Splashpad	2.0	1.0	-1.0		X		
Total Expenditures		2,424.8	4,598.8	2,174.0				

2.4

ENVIRONMENTAL CAPITAL
Revenues & Expenditures
as at October 2019

	2019		Variance
	Actual	Budget	B/(W)
REVENUES:			
Transfer from Operations		442.5	(442.5)
Total Revenues	0.0	442.5	(442.5)
EXPENDITURES:			
Hlby WTP Sedimentation Tank Rebuild	27.3	250.0	222.7
Dymond Looping Phase 2&3	36.3	70.0	33.7
Hlby WWTP Digester Rehabilitation	71.9	115.0	43.1
Auto Greaser for Vacuum Truck	7.0	7.5	0.5
Total Expenditures	142.5	442.5	300.0

Memo

To: Mayor and Council
From: Shelly Zubyck, Director of Corporate Services
Date: November 5th, 2019
Subject: Draft Amending By-law

Mayor and Council,

The Temiskaming Home Support has been leasing space in the Shelley Herbert-Shea Memorial Arena since 2017. Their current lease agreement (By-law No. 2019-010) expires on December 31st, 2019; however, they would like to extend the lease for an additional six (6) months.

Staff are recommending a lease extension with the same terms and conditions with Temiskaming Home Support. The City will continue to receive \$400 per month for the use of the space.

The draft amending By-law will be presented to Council for consideration during the By-law portion of the meeting.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck
Director of Corporate Services

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2019-000

**Being a by-law to amend By-law No. 2019-010, as amended
being a by-law to authorize the entering into a Lease Agreement
with the Timiskaming Home Support for the use of space at the
Shelly Herbert-Shea Memorial Arena – Lion’s Den**

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

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

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas in accordance with Section 130 of the Municipal Act, 2001, Council may pass such by-laws of the municipality in matters not specifically provided for by the Act, as may be deemed expedient and not contrary to law;

And whereas Council adopted By-law No. 2019-010 being an agreement with the Timiskaming Home Support for space at the Shelly Herbert-Shea Memorial Arena;

And whereas Council considered Memo No. 029-2019-CS at the November 5, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2019-010 to extend the lease by an additional six (6) months for consideration at the November 5, 2019 Regular Council meeting.

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Schedule “A” to By-law No. 2019-010, as amended be further amended by removing Article 3 Term and replacing it with the following:

Term

To hold the premises for a term commencing on the 1st day of January, 2019 and ending on the 30th of June, 2020.

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

Read a first, second and third time and finally passed this 5th day of November, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen

Memo

To: Mayor and Council
From: James Franks, Economic Development Officer
Date: November 5, 2019
Subject: Rural and Northern Immigration Pilot Update
Attachments:

Mayor and Council:

In early 2019, staff proposed that the City partner with the North Bay & District Chamber of Commerce to enable our community to be part of one of the Rural & Northern Immigration Pilot (RNIP) projects that were being proposed across the country by Immigration, Refugees and Citizenship Canada (IRCC). As our community did not offer both immigrant attraction and settlement services, we were not eligible to apply for the program on our own, so we supported the North Bay application.

In late summer, IRCC announced 11 RNIP projects across Canada. Five of those projects are located in the five (5) large cities in Northern Ontario of which North Bay was one of the successful applicants. In mid-October staff travelled to North Bay for a preliminary planning meeting with IRCC and the North Bay Chamber. We were advised at that time that our community may not be included in the North Bay RNIP project as we were too far from North Bay to enable the North Bay Chamber to provide good service to businesses within our community.

We were however invited to attend the training sessions taking place at the end of October to learn more about the proposed program. At the session, it was confirmed that IRCC will only allow the North Bay Chamber to consider employer applicants to the program from a radius 45 km from North Bay. This means that unfortunately, businesses located in Temiskaming Shores will not be able to attract immigrant staff through the RNIP program at this time.

The program has also been reduced to allow only 100 immigrants to apply to the project in 2020 down from the proposed 300 per year at the time when the application was submitted. It is believed that the government is wanting the program to have successful results in year one, therefore making the criteria more stringent, but will likely open up the program to not only more applicants, but hopefully the wider region in subsequent years. MP Anthony Rota advised that he will be bringing this up in Ottawa as soon as parliament is back in session.

This memo is provided for information purposes only at this time as staff do not have any further details to assist Council. As the program rolls out in North Bay on January, 1, 2020, we will continue to work with the North Bay and District Chamber of Commerce to ensure that our businesses are able to participate in the program at their earliest convenience.

Business people can also contact the North Bay Chamber to ensure that they are kept up to date on the changes to the program as they happen.

Prepared by:

Reviewed by

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

James Franks
Economic Development
Officer

Shelly Zubyck
Director of Corporate Services

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Clayton Seymour, Chief Building Official
Date: November 5, 2019
Subject: Transforming and Modernizing the Delivery of Ontario's Building Code Services
Attachments: **Appendix 01** - Draft Resolution
Appendix 02 – Draft Letter to Minister Clark

Mayor and Council:

On September 24, 2019 the Ministry of Municipal Affairs and Housing launched consultation on Transforming and Modernizing the Delivery of Ontario's Building Code Services.

On October 7, 2019 Councilor Whalen and I attended a presentation in North Bay put on by the Ministry of Municipal Affairs. Discussions were held about the new proposal and the effects it would have on the City and the surrounding areas.

I do not feel that this proposal is in the best interest of the City and feel that the proposal is a rush to find quick solutions to poorly researched, systemic problems. I would ask that Council consider the attached resolution and should it be passed, direct staff to forward the attached letter to the parties involved.

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
"Original signed by"	"Original signed by"	"Original signed by"
<hr/> Clayton Seymour, CBCO Chief Building Official	<hr/> Shelly Zubyck, CHRP Director of Corporate Services	<hr/> Christopher Oslund City Manager

Draft Resolution

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 031-2019-CS; and

Whereas the Province of Ontario has legislated in the *Building Code Act* that **“the council of each municipality is responsible for the enforcement of this Act in the municipality”** and **“the council of each municipality shall appoint a chief building official and such inspectors as are necessary for the enforcement of this Act in the areas in which the municipality has jurisdiction”**; and

Whereas the council of a municipality may pass by-laws applicable to the matters for which and in the area in which the municipality has jurisdiction for the enforcement of this Act; and

Whereas the Province has asked local governments to find efficient and cost-effective ways to deliver municipal services is now asking these same municipalities to collect a tax on their behalf to create a new Delegated Administrative Authority to deliver services that have historically been the responsibility of the Ontario Government; and

Whereas Premier Ford stated in his keynote address at the Association of Ontario Municipalities 2019 Conference that **“we can’t continue throwing money at the problem (broken systems) as our predecessors did, into top-down, big government schemes.”** - that is neither compassionate nor sustainable; and

Whereas alternative methods of building administration and enforcement have been proposed in this consultation that remove municipal authority but not associated liability;

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby requests that the Province of Ontario research their own efficient and cost effective means to deliver their services, or work with other building sector groups that, for the past fifteen years, have been filling the voids as the Ministry of Municipal Affairs and Housing has severely reduced its service delivery role, or provide evidence based justification to municipalities that the creation of a new Delegated Administrative Authority is necessary prior to any legislative changes to the *Building Code Act*, with regard to building service delivery, are introduced in the Legislature; and

Further be it resolved that a copy of this resolution be sent to The Honourable Doug Ford, Premier of Ontario, the Honourable Jim McDonnell, Parliamentary Assistant for the Ministry Municipal Affairs and Housing, the Associations of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM) and all Ontario Municipalities for their consideration.

November 6, 2019

Ministry of Municipal Affairs and Housing

777 Bay Street, 17th Floor

Toronto, ON M5G 2E5

Attention: Honourable Steve Clark, Minister

Re: Notice of Passing Resolution in regards to Transforming and Modernizing the delivery of Ontario Building Code Services

On September 24th, 2019, the Ministry of Municipal Affairs and Housing launched consultation on Transforming and Modernizing the Delivery of Ontario's Building Code Services. The reality is that the Ministry is looking for a way to remove this service delivery function from government even though they have dramatically reduced the level of support provided to the building sector over the past 15 years.

This is happening at a time when the Building Code has increased in volume, complexity, and harmonizing with the National Code. In addition, a large number of experienced Building Officials have left the workforce. There has been a fear that the reduction of these services has put public well-being at risk. This is why other agencies and associations from the sector have already stepped in to fill these voids.

The Ministry is now proposing that a Delegated Administrative Authority (DAA) be created to administer an undefined number of functions, which may include building sector service delivery, consumer protection, and the protection of public safety. This at a time when they have been very critical of other administrative authorities for stepping outside their mandate or being "broken". Moreover, creating another level of red tape and agency bureaucracy.

They are also intending other methods of building code enforcement that would remove a municipality's authority to administer and enforce construction regulation within their communities but does not eliminate any of the associated responsibility or liability.

This DAA is being advertised as adopting a fee-for-service revenue model however approximately 90% of the funds required to operate this agency would come from a provincial tax applied to the building permit fees municipalities collect.

Therefore, please find enclosed a Certified True Copy of a resolution passed by the Council for the City of Temiskaming Shores at the November 5, 2019 Regular Council meeting for your consideration.

Yours Truly,

Clayton Seymour, CBCO
Chief Building Official
Corporation of the City of Temiskaming Shores

cc: The Honourable Doug Ford, Premier of Ontario
The Honourable Jim McDonnell, Parliamentary Assistant MMAH
Association of Municipalities of Ontario (AMO)
Federation of Northern Ontario Municipalities (FONOM)

Subject: Vesting of TAC Property – Roll No.
54-18-030-007-153.00

Report No.: CS-060-2019
Agenda Date: November 5, 2019

Attachments

Appendix 01: History of Roll 5418 030 00715300 (673 Browning Street)

Appendix 02: Mapping and Details of Roll 5418 030 007 15300

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-060-2019; and
2. That Council for the City of Temiskaming Shores directs staff to proceed with the Notice of Vesting for Roll 5418 030 007 15300.

Background

Section 5(b) of By-law 2007-045, Municipal Property Tax Policy, relates to properties that are eligible for registration should the property's taxes remain unpaid for three years. Once the properties have been registered, the property owner has one year and one day from the date of registration to pay the taxes, penalties and administration fees in full or enter into an Extension Agreement (repayment agreement). Should neither of the above options be exercised by the property owner within the prescribed time period, the City will proceed with a Sale of Land by Public Tender. If there are no successful tenders, the City has the option to write-off taxes (all or a portion thereof) as uncollectible and retender the property for sale at a lower cancellation price or proceed with a Notice of Vesting within two (2) years from the date of the unsuccessful public sale.

Analysis

Roll 5418 030 007 15300:

The property is located at 673 Browning Street (former Town of Haileybury).

History of Roll 5418 030 007 15300 – TAC 2018-01 (Appendix 01). The mapping and details of the property can be viewed in Appendix 02.

The report was circulated to staff for comment. No concerns were received.

There is a building on the property that will have to be demolished due to its derelict condition.

Financial / Staffing Implications

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

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

Tax Write-Offs (as at October 25, 2019):

	Municipal	Education	Penalty	Total
030 007 15300	\$12,864.57	\$695.31	\$5,587.43	\$19,147.31

Annually the Auditor and Treasurer review tax accounts that are three (3) years in arrears and over. A decision is made with regards to taxes that are potentially uncollectible. Upon consultation with the Auditor, it was determined that based on the fact that it is a building sized lot with municipal services available and accessible year-round, no uncollectible amount was set up at December 31, 2018 for this property.

The write-off of the municipal portion of the taxes including any 2019 taxes will be recognized against the Municipal Tax Write-Off account as an expense in 2019.

The education taxes of \$695.31 to be written-off as uncollectible will be applied against the English Public School Board for the residential portion as they have been paid for the assessable education taxes as they were accrued throughout the years.

The total municipal portion of the write-off is \$18,452.00.

Alternatives

To not vest the property was considered during the preparation of this report.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Laura Lee MacLeod
Treasurer

Shelly Zubyck
Director of Corporate
Services

Christopher W. Oslund
City Manager

**History of Roll
5418 030 007 15300
673 Browning Street**

On June 1, 2017, a first notice letter advising of the pending registration of the property was sent to the property owner. No communication was received from the property owner.

On October 3, 2017, a final notice letter advising of the pending registration of the property was sent to the property owner. No communication was received from the property owner.

On January 3, 2018 a Notice of Collection Action was mailed along with the Notice of Intent by Secured Creditor which is required under legislation.

A Tax Arrears Certificate was registered against the property on June 28, 2018. First Notice of Registration was mailed on June 29, 2018 and Final Notice of Registration was mailed on April 16, 2019 as per the Tax Sale Rules and Procedures.

The redemption period expired on June 29, 2019 at which time the City was able to proceed with the sale of the property by Public Tender.

The property was tendered for Sale for four (4) consecutive weeks in the Temiskaming Speaker (September 4th, September 11th, September 18th and September 25th) and once in the Ontario Gazette (September 14th) with the tenders closing on October 2nd, 2019 at 3:00 p.m.

The tenders were scheduled to be opened on October 2nd immediately following the close of the tender period as advertised. No tenders were received for the property.

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ASSESSMENT ROLL NO.	5418-030-007-15300
PROPERTY LOCATION	673 Browning Street
LEGAL DESCRIPTION	BUCKE CON 4 PT LT 11 PCL 23001SST
SIZE	50.00' FRONTAGE 209.22' DEPTH
OFFICIAL PLAN DESIGNATION	RESIDENTIAL NEIGHBOURHOOD
ZONING	LOW DENSITY RESIDENTIAL (R2)
MUNICIPAL SERVICES	WATER AND SANITARY SERVICES ARE AVAILABLE AT PROPERTY LINE
ACCESS	YEAR-ROUND ACCESS FROM BROWNING STREET
PRESENT USE	301 – SINGLE FAMILY DETACHED
ASSESSMENT	RTEP – 89,500 (2019)
MINIMUM TENDER AMOUNT	\$20,337.51



Subject: Culinary Tourism Alliance Agreement

Report No.: CS-061-2019

Agenda Date: November 5, 2019

Attachments

Appendix 01: Agreement with Culinary Tourism Alliance

Recommendation

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-061-2019; and
2. That Council directs staff to prepare the necessary by law to enter into an agreement with the Culinary Tourism Alliance for the implementation of an enhanced Culinary program as part of the Lake Temiskaming Tour at an upset limit of \$115,612.50 plus applicable taxes for consideration at the November 5, 2019 Regular Council meeting.

Background

The City undertook a Culinary Tourism Enhancement project in 2018 in partnership with Destination Northern Ontario (formerly Tourism Northern Ontario). The final report which was prepared by the Culinary Tourism Alliance was adopted by Council in late 2018. It had several recommendations including training food producers and suppliers to become tourism products as well as promoting an enhanced version of the Lake Temiskaming Tour using food as the reason for travel.

Analysis

In March of 2019 the City applied to the Canadian Experiences Fund for support of a project to have the Culinary Tourism Alliance (CTA) come back to the region and provide training to the food producers and suppliers in the region so that the enhanced foodie version of the Lake Temiskaming Tour could be implemented. Our application was successful and staff have worked with CTA to develop an agreement to see the project implemented with the most efficiency and effectiveness.

Staff is proposing to use CTA's services to complete the work as they are recognized as the leader in Canada for food tourism development and quickly becoming an international agency due to their high quality work. In addition, CTA's staff worked with many of our stakeholders on the last project, so they already have their trust and respect which will reduce the overall time needed to develop this project.

The agreement along with the scope of work for this implementation project is attached as Appendix 01. As mentioned, the project will see CTA provide training to food producers and food services to encourage them to consider themselves as tourism products. These

products will enable the businesses to sell their products in either greater volumes or in some cases at higher margins.

Further to this, the City will work with other partners along the Ottawa River to create a food mapping project that will be accessed through Savour Ottawa. This website has hundreds of thousands of visitors annually and will assist us to grow the local food program in our region.

Lastly, we will work with local food suppliers and producers to coordinate a matching event to encourage local restaurants to utilize the foods available to them within our region. This will be a speed dating type of activity which will create awareness of the potential for local foods from both the producers and the restaurants.

Financial / Staffing Implications

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

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

Council agreed to accept the funding from the Canadian Experiences Fund in July of 2019. Staff have worked with CTA since that time to develop the implementation plan and the attached agreement. The total project cost is budgeted at \$215,000 of which \$193,000 is funded. This agreement with CTA utilizes \$115,612.50. The remainder of, just under \$100,000 will be used to complete the Savour Ottawa portion of the project and the speed dating event as well as marketing dollars to promote the final product.

Alternatives

No alternatives were considered in the preparation of this report.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original Signed by"

"Original signed by"

James Franks
Economic
Development Officer

Shelly Zubyck
Director of Corporate
Services

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2019-000

**Being a by-law to enter into an agreement with Culinary
Tourism Alliance for the implementation of a food tourism
strategy for enhancing the Lake Temiskaming Tour / Tour du
lac Témiscamingue**

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds to municipal issues;

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

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report No. CS-061-2019 at the November 5, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Culinary Tourism Alliance for the implementation of a food tourism strategy for enhancing the Lake Temiskaming Tour / Tour du lac Témiscamingue at an upset limit of \$115,612.50 plus applicable taxes for consideration at the November 5, 2019 Regular Council meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the Mayor and Clerk be authorized to execute an agreement with Culinary Tourism Alliance for the implementation of a food tourism strategy for enhancing the Lake Temiskaming Tour / Tour du lac Témiscamingue at an upset limit of \$115,612.50 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 5th day of November, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to

By-law 2019-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Culinary Tourism Alliance

implementation of a food tourism strategy

This agreement made in duplicate this 5th day of November, 2019.

Between:

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

and

Culinary Tourism Alliance
(hereinafter called "the Consultant")

Witnesseth:

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

Article I:

The Consultant will:

- a) Implement a food tourism strategy for enhancing the Lake Temiskaming Tour / Tour du lac Témiscamingue in accordance to this Agreement and in the Form of Agreement attached hereto as Appendix 01 – Culinary Tourism Alliance submission and forming part of this agreement.
- b) That the Consultant will finalize the installation to the satisfaction of the City.

Article II:

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the implementation of a Food Tourism Strategy in the amount of **One Hundred and Fifteen Thousand, Six Hundred and Twelve Dollars and Fifty cents (\$115,612.50)** plus applicable taxes;
- b) Make progress payments, typically monthly, based on receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of

delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Consultant:

Culinary Tourism Alliance
550 Bayview Ave. Suite 402
Toronto, Ontario
M4W 3X8

Attn.: Trevor Jonas Benson

The Owner:

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

Attn.: James Franks

Remainder of Page left Blank Intentionally

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

Signed and Sealed in)
the presence of)

Supplier's Seal)
(if applicable))

Municipal Seal)

Culinary Tourism Alliance

Vice President – Trevor Jonas Benson

Witness Signature
Print Name: _____
Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2019-000

Form of Agreement
Food Tourism Strategy



Terms of Agreement

This agreement, dated this 4th day of October 2019 (The “Agreement”)

Between:

The Corporation of the City of Temiskaming Shores

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

(Hereinafter called the “Client”)

-AND-

Culinary Tourism Alliance

550 Bayview Avenue, Suite 402
Toronto, ON M4W 3X8
CANADA

(Hereinafter called the “Contractor”)

Whereas the Contractor and the Client have agreed to enter into a service Agreement (“the Agreement”) for services to be provided to the Contractor relating to the operation of the Client:

AND WHEREAS the parties wish to set out the terms and conditions regarding the provision of services. In consideration of the premises, covenants and Agreements contained in this document, the parties agree as follows:

Services

The Contractor shall, during the term of this Agreement, assist the Client with implementing its food tourism strategy for enhancing the Lake Temiskaming Tour / Tour du lac Témiscamingue through capacity building and product development.

The Contractor is expected to perform the Services in a timely manner, but is not required to devote its full time and attention to providing them.



Services to be performed by the Contractor (see Schedule A – Scope of Work) include but are not limited to project initiation, management and communications, background review and analysis, stakeholder engagement, food tourism training and capacity building, product/experience development and expansion support, online sales and marketing training, marketing support, monitoring and evaluation support

Outputs provided by the Contractor include but are not limited to the following:

- Critical path in alignment with the finalized work plan
- Master stakeholder database
- Diagnostic report
- Summary of notes taken during partners briefing meeting
- Summary of findings from analysis and needs assessment
- Signed terms of agreement between food tourism businesses and CTS
- Food tourism profile of each business (up to 35)
- Themed group training session materials
- Business work plans (up to 35)
- Delivery of 4 themed group training sessions
- Facilitation of 4 meet-and-eat meetings
- Summary of peer-to-peer product / experience showcase
- New or expanded product / experience profiles for each business (up to 35)
- Group training session materials
- Delivery of 2 group training sessions on online sales and marketing
- Evaluation framework
- Data collection tools
- Facilitation / delivery of implementation meeting
- Soft launch concept note
- First impressions report
- Data collection tools
- Visitor experience assessments

Term

The term of this Agreement shall commence on 1 October 2019 and be completed by 30 September 2020. Either party may terminate this Agreement at any time by giving thirty (30) working days written notice to the other party.



Fees and Payment Schedule

The following payment schedule is agreed to a total of \$115,612.50 CAD plus HST:

- Upon signing contract: \$22,362.50 + HST
- Upon completion of Phase 4: \$30,362.50 + HST
- Upon completion of Phase 6: \$39,312.50 + HST
- Upon delivery of final output: \$23,575.00+ HST

Travel and Additional Related Costs

The fees do not cover Contractor travel or travel-related expenses. These expenses are the responsibility of the Contractor.

The fees also do not cover workshop and meeting expenses, including printing of meeting and educational materials. These additional related costs are the responsibility of the Client and will be pre-approved by the Client in advance of invoicing.

Other Considerations

The Contractor acknowledges that it is an independent contractor retained by the Client. Furthermore, the Contractor acknowledges that it does not consider itself to be an employee of the Client and not entitled to any employment rights or benefits. The Contractor will supply their own office space, computer, and telecommunications equipment. Any additional expenses over and above those stipulated in the Agreement will be pre-approved in writing by Client and invoiced accordingly.

Ownership, Custody and Control of Property

The Contractor will own all physical and electronic materials and intellectual property produced by Contractor. The Client will not be permitted to copy or reproduce teaching materials or guidebooks outside of workshops or sessions without the written permission of the Contractor.

Confidentiality

The Contractor shall maintain confidentiality over all information collected and analyzed and agrees not to share in portion or in full any of the contents without the written approval of the Client.



Conflict of Interest

The Contractor will disclose to the Client without delay any situation that may be reasonably interpreted as either an actual or potential conflict of interest and will immediately refrain from acting in any matter it has a conflict in if requested to do so by the Client.

Termination

The Client reserves the right to terminate this project on thirty (30) working days written notice. The Client acknowledges that it will be responsible for all reasonable costs incurred up to and including the effective date of termination.

Entire Agreement

This Agreement, to be signed by all parties, constitutes the full and complete understanding between the parties and may only be amended, modified or supplemented in writing and if signed by the parties.

Amendments

No amendments, change or modifications of this agreement shall be valid unless evidenced in writing, signed by duly authorized representatives of the parties.

Notice

Any notice, offer or other writing to be given or made under or pursuant to the provisions of this Agreement or in any way concerning the same shall be sufficiently given or made if in writing and submitted electronically delivered to:

James Franks

Economic Development Officer

Corporation of the City of Temiskaming Shores

325 Farr Drive, PO Box 2050

Haileybury, Ontario P0J 1K0

CANADA

Email: jfranks@temiskamingshores.ca

Tel: (705) 672 - 3363 ext. 4137

Governing Laws

This agreement and the rights and obligations and relations of the parties shall be governed and interpreted under the laws of the province of Ontario and the federal laws of Canada applicable in Ontario, and the parties exclusively to the jurisdiction of the courts of the province of Ontario in respect of any dispute arising between them. The supplier warrants



that in all aspects of the performance of this agreement it shall comply with and be bound by all applicable federal, provincial and local laws, orders, rules, regulations, ordinances, by-laws, guidelines, standards, limitations, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to such laws, and that it shall obtain all licenses, permits, and approvals which are required specifically for its work on the agreement.

No Partnership

The Client, on the one hand, and the Contractor and its affiliated organizations, venture and companies on the other hand, are independent Contractors with respect to each other as pertains to this agreement, and nothing herein shall create any partnership or other relationship between them. The Contractor shall not act as, or represent itself to any third party as being an agent of the Client for any purpose whatsoever, except as may be approved or directed by the Client in writing.

Indemnification

The Contractor shall indemnify and save harmless the Client, their subsidiaries, affiliates, successors, assigns, directors, officers, employees and agents from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which any may suffer as a result of (A) the negligence of the Contractor, its employees, officers, directors or agents in the performance of this agreement; (B) a breach under this agreement, or tortious acts or omissions of this agreement; and/or (C) representations or statements of the Contractor, its employees or agents concerning any products or services of the Contractor.

The Client shall indemnify and save harmless the Contractor, their subsidiaries, affiliates, successors, assigns, directors, officers, employees and agents from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which any may suffer as a result of (A) the negligence of the Client, its employees, officers, directors or agents in the performance of agreement; (B) a breach under this agreement, or tortious acts or omissions of this agreement; and/or (C) representations or statements of the Client, its employees or agents concerning any products or services of the Client.



In witness, whereof of this agreement is executed as of the day, month and year first written above.

For The Corporation of the City of Temiskaming Shores


Date: _____

Signature: _____

Name: _____

For the Culinary Tourism Alliance:

Date: October 4, 2019

Signature: 

Name: Trevor Jonas Benson
Vice President, Destination Development

HST# 884269325RT0001

WORK PLAN

A work planning table has been used to provide a comprehensive overview of the Culinary Tourism Alliance’s (CTA) approach to supporting the City of Temiskaming Shores (CTS) with implementing its food tourism strategy for enhancing the Lake Temiskaming Tour / Tour du lac Témiscamingue (LTT) through capacity building and product development.

This table includes a description of the various stages and activities in each phase, along with the anticipated outputs and outcomes that will be produced; including but not limited to those identified by CTS. The work plan also identifies the time required (person days) for completing each task in relation to the personnel responsible, and the time proposed corresponds to the detailed and itemized pricing that follows.

Personnel

Role	Name	Responsibilities
Senior Consultant (SC)	Trevor Jonas Benson	Ongoing liaison, research planning and preparation, tool design, community engagement, research and analysis, training delivery, customized business support, report writing and editing
Project Lead (PL)	Caroline Morrow	Project management, ongoing liaison, research planning and preparation, tool design and development, community engagement, research and analysis, training delivery, customized business support, report writing
Industry Expert – Tourism Marketing (IE)	Martin Lacelle	Data collection tool design, community engagement, research and analysis, training delivery, customized small business support, report editing
Research Lead (RL)	Camilo Montoya-Guevara	Ongoing liaison, research planning and preparation, tool design and development, community engagement, research and analysis, training delivery, customized business support, report writing and formatting

Note, the work being proposed is divided into eight (8) phases, and the timeline is based on an anticipated start date of 1 October 2019 and end date of 30 September 2020. Also note, an initial briefing meeting has been included in the Phase 1 but the project management and ongoing liaison time that is identified will be used across all phases. This will help to ensure that activities are carried out in consultation with CTS and partners.

Schedule A – Scope of Work

Stage	Activities	Time (person days)				Timeline/ Milestones (2019/20)
		SC	PL	IE	RL	
Phase 1: Project Initiation, Management, and Communications						
Initial briefing meeting (teleconference)	<ul style="list-style-type: none"> CTA will prepare for and facilitate an initial briefing meeting with CTS and partners, as identified At this meeting the following will be reviewed in discussion: <ul style="list-style-type: none"> project goals and objectives approach and methodology key activities, outputs, and outcomes CEF performance measures timeline and milestones indicators of success other, as identified Any necessary changes to the work plan will be confirmed at this meeting After the meeting CTA will develop a critical path in alignment with the finalized work plan 	0.5	0.5	0.5	0.5	1 Oct 2019
Project management	<ul style="list-style-type: none"> CTA will apply agile project management methods to ensure that outputs are produced in the most efficient and effective manner, and include CTS insights, input, and feedback The PL will also facilitate weekly internal meetings to ensure that CTA personnel are on track with activities and outputs 	-	3	-	-	Ongoing
Ongoing liaison	<ul style="list-style-type: none"> Preferred methods and frequency of communications between CTA and CTS will be confirmed during the initial briefing meeting The PL will maintain clear and open communications with the project lead from CTS Regular check-in meetings will also be scheduled over the course of the project, in advance and in discussion with CTS 	1	1.5	0.5	1	Ongoing
Outputs	<ul style="list-style-type: none"> Finalized work plan, to be appended to and become part of the contract Critical path in alignment with the finalized work plan 					
Outcomes	<ul style="list-style-type: none"> Open and efficient communications over the course of the project Respectful, flexible, and responsive project management 					
Subtotal		1.5	5	1	1.5	

Phase 2: Background Review and Analysis						
Background document review	<ul style="list-style-type: none"> • With support from CTS, CTA will collect, compile, and review all relevant documentation • Documents may include but are not limited to the following: <ul style="list-style-type: none"> - Enhanced Lake Temiskaming Tour Product Development Narrative - CTS's Product Implementation Plan - Action Plan for Growing Food Tourism in North Bay and Area - LTT marketing channels and materials (e.g. website, passport, etc.) - Timiskaming Local and Charitable Food Map - Other, as identified • As part of the process, key data and information may be compiled from each source and/or summarized into one internal reference document 	0.5	1	0.5	1	Oct 2019
Food tourism inventory and analysis	<ul style="list-style-type: none"> • With support from CTS, CTA will create a master stakeholder database that includes contact information for all current LTT businesses (~150) • Businesses offering food and drink OR a food and drink experience (i.e. "<i>food tourism businesses</i>") will be identified as part of the database development process • <i>Food tourism businesses</i> may include but are not limited to the following: <ul style="list-style-type: none"> - Accommodations - Attractions - Beverage producers - Cooking schools - Farmers, producers, and artisans - Farmers' markets - Festivals and events - Restaurants - Retailers - Tour operators • Using a standardized question set, CTA will conduct desk research into an equally weighted number of LTT <i>food tourism businesses</i> from each category • Information will be compiled and analyzed to get a better understanding of the breadth and diversity of LTT's current food tourism offer 	0.5	1.5	0.5	3	Oct 2019

Schedule A – Scope of Work

Key informant interviews (telephone)	<ul style="list-style-type: none"> Select <i>food tourism businesses</i>, as identified in consultation with CTS, will also be engaged in one-on-one conversations around the current iteration of LTT Interviewees may be asked questions related to LTT quality assurance measures (e.g. criteria), participation challenges, supports needed, past marketing initiatives, benefits realized, etc. A standardized interview guide will be developed as part of the process and an online collector will be used to input responses 	0.5	1.5	0.5	2	Nov 2019
Preparing diagnostic report	<ul style="list-style-type: none"> All data collected during Phase Two will be compiled and analyzed CTA will then prepare a short (~5-7pp) diagnostic report The report may include an assessment of LTT's current food tourism offer, recommended changes to CTS's Product Implementation Plan, a working list of all <i>food tourism businesses</i> to engage in collectively implementing the food tourism strategy for enhancing LTT, along with proposed criteria to participate 	1	1.5	0.5	1.5	late-Nov 2019
Outputs	<ul style="list-style-type: none"> Master stakeholder database Diagnostic report 					
Outcomes	<ul style="list-style-type: none"> Clear picture of LTT's current food tourism offer Better understanding of past performance 					
Subtotal		2.5	5.5	2	7.5	
Phase 3: Stakeholder Engagement						
Partners briefing meeting (teleconference)	<ul style="list-style-type: none"> With support from CTS, existing and prospective LTT partners will be invited to a briefing meeting where CTA will provide an overview of the project Partners include but are not limited to the following: <ul style="list-style-type: none"> - Destination Northern Ontario - NECO CFDC - South Temiskaming CFDC - Temiskaming Shores & Area Chamber of Commerce - Indigenous Tourism Ontario - Quebec Aboriginal Tourism - various municipalities, as identified 	0.5	1	0.5	0.5	mid-Dec 2019

Schedule A – Scope of Work

	<ul style="list-style-type: none"> - other, as identified • During the meeting, partners will be introduced to ways they can support the project, such as hosting group training sessions, supporting marketing initiatives, etc. • They will also be invited to express their interest and ideas around supporting LTT growth • Notes taken during this meeting will be compiled and shared with CTS 					
Industry questionnaire	<ul style="list-style-type: none"> • In anticipation of engaging up to 50 businesses in food tourism readiness training and capacity building, CTA will design and develop an online questionnaire • The questionnaire, which will be disseminated to all LTT <i>food tourism businesses</i> with support from CTS, will include a food tourism readiness self-assessment • Questions will also serve to gauge industry interest in receiving various food tourism development supports, along with the criteria to participate in collectively implementing the food tourism strategy for enhancing LTT • Food tourism development supports may include but are not limited to the following: <ul style="list-style-type: none"> - group training - dedicated product / experience development support - dedicated product / experience expansion support - dedicated online sales and marketing support (e.g. e-commerce and web presence) 	0.5	1	0.5	1	Dec 2019
Analysis and needs assessment	<ul style="list-style-type: none"> • Results from the questionnaire will be analyzed to confirm common / shared industry needs, and these will inform theme selection for 4 group training sessions (see Phase 4) • Analysis will also confirm businesses that are interested in receiving dedicated support from CTA, including: <ul style="list-style-type: none"> - up to 25 businesses that want to develop a new agri-food product / experience, and - up to 10 businesses that want to expand their agri-food product / experience 	0.5	1	-	1	late-Dec 2019

Schedule A – Scope of Work

	<ul style="list-style-type: none"> CTA will prepare a summary of findings as part of the process, and this will be shared with CTS 					
Formalizing industry commitment	<ul style="list-style-type: none"> CTA will draft an e-invitation to send to the businesses that expressed interest in receiving dedicated support In addition to communicating the benefits of receiving support, to be confirmed in consultation with CTS, the invitation will include the terms of agreement between the business and CTS, which clearly articulates expectations of each business, such as <ul style="list-style-type: none"> - attending at least 1 <i>themed</i> group training session - participating in regularly scheduled calls with CTA, including an initial consultation - developing / expanding products or experiences - participating in piloting processes and a soft launch of LTT - making and tracking recommended changes On a first-come first-served basis, businesses will be asked to confirm their interest via email as well as sign and return the terms of agreement by a specified date* As a contingency, CTA will compile a list of businesses that received the invitation but did not express interest and/or return the terms of agreement; to be reached out to if space is available <p>*CTA personnel will be available to businesses for any questions related to the terms of agreement</p>	0.5	1	-	1	Jan 2020
Scheduling and coordinating initial consultations	<ul style="list-style-type: none"> Once participation is confirmed, CTA will work to schedule an initial (telephone) consultation with each business (see Phase 4) 	-	-	-	2	early-Feb 2020
Focussed desk research	<ul style="list-style-type: none"> In anticipation of the initial consultations, CTA will conduct secondary research into all businesses (up to 35) that signed and return the terms of agreement Particular attention will be paid to reviewing existing agri-food products / experiences, and exploring opportunities to develop or expand products / experiences 	1	2	-	4.5	Feb 2020

Schedule A – Scope of Work

	<ul style="list-style-type: none"> All data collected will be compiled into one spreadsheet or document, to be shared with CTS Observations will then be packaged into 1-page food tourism profile of each business, to inform initial consultations 					
Outputs	<ul style="list-style-type: none"> Summary of notes taken during partners briefing meeting Summary of findings from analysis and needs assessment Signed terms of agreement between food tourism businesses and CTS Food tourism profile of each business (up to 35) 					
Outcomes	<ul style="list-style-type: none"> Stronger alliance with strategic partners Insight into industry sentiment and common / shared needs Up to 25 businesses that want to develop a new agri-food product / experience Up to 10 businesses that want to expand their agri-food product / experience 					
Subtotal		3	6	1	10	
Phase 4: Food Tourism Training and Capacity Building						
Group training - planning and preparation	<ul style="list-style-type: none"> Based on the common / shared industry needs identified in the previous phase, CTA will select up to 2 themes for group training sessions* CTA will then plan and prepare for the delivery of 4 (2-3 hr) themed group training sessions (2 French, 2 English) As part of the process, CTA will work with partners to set dates, times, and locations, and organize logistics for each session Based on the questionnaire results, CTA will support CTS in preparing and sending out invitations for each session, as well as managing RSVPs All the materials required to ensure the sessions are a success will be prepared in advance, including but not limited to the following: <ul style="list-style-type: none"> - facilitators' guides - presentations - handouts - tools and/or resources - post-session questionnaire - other, as identified Partners may also be invited to present at each session to share relevant information and resources <p>* In addition to the themed sessions, CTA will deliver 2 group training sessions (1 French, 1 English) on online sales and marketing, with a</p>	1.5	2	-	3	Feb 2019

Schedule A – Scope of Work

	particular focus on e-commerce and web presence (see Phase 6)					
Initial business consultations (telephone)	<ul style="list-style-type: none"> CTA will facilitate a first meeting with each of the businesses that confirmed interest in receiving dedicated support (up to 35) During this meeting and using the 1-page food tourism profiles as a guide, CTA will share findings from the desk research on each business in discussion Discussion around potential products or experiences to develop / expand, respectively, will also take place CTA will also work to set objectives with each business for the dedicated support 	4.5	3	-	2	early-Mar 2020
Development of work plans	<ul style="list-style-type: none"> Building upon objectives set during the initial consultations, CTA will prepare a draft work plan for each business Work plans will include activities to complete towards developing or expanding an agri-food product or experience in time for the soft launch (see Phase 7) Work plans will be shared with each business for review and comment, and feedback will be incorporated into a finalized version 	1	3	-	3	Mar 2020
Group training - delivery (in-person)	<ul style="list-style-type: none"> No less than 2 CTA personnel will deliver 4 (2-3 hr) themed group training sessions (2 French, 2 English) in different locations Any data / feedback gathered during these sessions, including results from the post-session questionnaire, will be compiled and analyzed before being shared with CTS 	2	3.5	-	3.5	early-Apr 2020
Development sessions (in-person)	<ul style="list-style-type: none"> Businesses receiving dedicated support, (who are expected to participate in at least 1 themed group training session) will be invited to a group meet-and-eat lunch immediately following each session, to be organized with support from CTS As part of the lunch, businesses will have the opportunity to network with their peers They will also be asked to share their work plan for developing or expanding 	1	1.5	-	1.5	early-Apr 2020

Schedule A – Scope of Work

	<ul style="list-style-type: none"> an agri-food product or experience with the other businesses CTA will provide information on the peer-to-peer product / experience showcase during these lunches (see Phase 7) 					
Outputs	<ul style="list-style-type: none"> Themed group training session materials Business work plans (up to 35) Delivery of 4 themed group training sessions Facilitation of 4 meet-and-eat meetings 					
Outcomes	<ul style="list-style-type: none"> Line of sight on the agri-food products / experiences to be developed or expanded Industry mobilization around collectively enhancing LTT Increased industry solidarity and peer-accountability 					
Subtotal		10	13	-	13	
Phase 5: Product / Experience Development and Expansion						
Ongoing liaison and support (telephone)	<ul style="list-style-type: none"> Through regularly scheduled telephone calls and email correspondence, CTA will provide dedicated support to the businesses (up to 25) working to develop a new agri-food product or experience and the businesses (up to 10) working to expand their agri-food product or experience The work plans developed in Phase 4 will be used to guide the support process, and CTA will design, develop, share tools to assist in the completion of work, as needed Each meeting will be followed-up with an email confirmation of next steps / action items 	9	11	-	9	Mar – May 2020
Planning and preparation for piloting	<ul style="list-style-type: none"> CTA will develop a process for engaging businesses in a peer-to-peer product / experience showcase, designed to allow businesses to present their new or expanded product / experience (or work-to-date) to another business receiving dedicated support CTA will develop a data collection tool for businesses to use when visiting their peers, such as a question set and/or notetaking canvas 	0.5	1	-	1.5	May 2020
Data collection and analysis	<ul style="list-style-type: none"> Over a set period of time, to be determined, businesses receiving dedicated support will share their new or expanded product / experience with one of their peers 	0.5	1.5	-	1	early-Jun 2020

Schedule A – Scope of Work

	<ul style="list-style-type: none"> On each occasion, the visiting business will compile notes and observations using the tool designed by CTA All peer-collected data from the product / experience showcase will be compiled by CTA and analyzed Observations and insights will be included in a summary of the showcase, which may include broad calls to action based on the general findings, and this will be shared with all businesses 					
Final consultation (telephone)	<ul style="list-style-type: none"> CTA will facilitate a final consultation with each business, to reflect on the objectives set at the beginning of the engagement and discuss any outstanding work In advance of the meeting CTA will design and develop a product / experience template to be completed in conversation The template will include questions to support future marketing and promotion of each new or expanded product / experience 	2	4	-	2	late-Jun 2020
Development and submission of product / experience profiles	<ul style="list-style-type: none"> CTA will further develop the templates completed during the final consultation into new or expanded product / experience profiles (up to 35) to be shared with CTS 	1	1.5	1	1.5	early-Jul 2020
Outputs	<ul style="list-style-type: none"> Summary of peer-to-peer product / experience showcase New or expanded product / experience profiles for each business (up to 35) 					
Outcomes	<ul style="list-style-type: none"> Increased industry confidence in developing or expanding products / experiences Increased industry solidarity and peer-accountability 					
Subtotal		12	19	1	15	
Phase 6: Online Sales and Marketing Training						
Group training - planning and preparation	<ul style="list-style-type: none"> CTA will plan and prepare for the delivery of 2 (2-3 hr) group training sessions (1 French, 1 English) on online sales and marketing, with a particular focus on e-commerce and web presence As part of the process, CTA will work with partners to set dates, times, and locations, and organize logistics for each session 	0.5	1.5	2	1.5	Feb 2020

Schedule A – Scope of Work

	<ul style="list-style-type: none"> CTA will also support CTS is preparing and sending out invitations for each session, as well as managing RSVPs All the materials required to ensure the sessions are a success will be prepared in advance, including but not limited to the following: <ul style="list-style-type: none"> facilitators' guides presentations handouts tools and/or resources post-session questionnaire other, as identified Partners may be invited to present at each session to share relevant information and resources 					
Group training - delivery (in-person)	<ul style="list-style-type: none"> Up to 2 CTA personnel will deliver the 2 online sales and marketing sessions in different locations Any data / feedback gathered during these sessions, including results from the post-session questionnaire, will be compiled and analyzed before being shared with CTS 	-	3.5	3.5	-	early-May 2020
Outputs	<ul style="list-style-type: none"> Group training session materials Delivery of 2 group training sessions on online sales and marketing 					
Outcomes	<ul style="list-style-type: none"> Increased industry awareness of online sales and marketing tools / resources Increased industry confidence in communicating their USPs 					
Subtotal		0.5	5	5.5	1.5	
Phase 7: Marketing Support and Soft Launch						
Marketing meeting (teleconference) and ongoing support	<ul style="list-style-type: none"> At a predetermined date / time, CTA will meet with CTS and marketing partners, as identified, to inform decision-making on LTT marketing plans for Year 1 (2020) and Year 2 (2021) CTA will also provide ongoing marketing support to CTS and marketing partners, including but not limited to providing feedback on new and enhanced marketing collateral and Year 1 marketing efforts 	0.5	1	3	1	May – mid-Jul 2020
Development of evaluation framework and tools	<ul style="list-style-type: none"> Working with CTS and partners, CTA will develop an evaluation framework and tools for assessing Year 1 LTT performance as a whole and new and expanded food tourism products / experiences specifically 	0.5	1	0.5	1	Jun 2020

Schedule A – Scope of Work

Implementation meeting (in-person)	<ul style="list-style-type: none"> With support from CTS, CTA will prepare for and deliver a highly-participatory implementation session for the businesses that received dedicated support, and partners At this meeting CTS and / or marketing partners will be invited to present LTT marketing plans, initiatives, and materials for Year 1 (2020) and Year 2 (2021) Businesses will also present their new and expanded product / experience CTA will share specific calls to action for businesses, along with measures of success and tools for collecting performance data 	1	1.5	1	2	mid-Jul 2020
Soft launch (in-person)	<ul style="list-style-type: none"> CTA will support CTS and partners in conceptualizing and preparing for a soft launch of new and expanded LTT food products / experiences As part of the process, CTA will prepare a soft launch concept note It is anticipated this event will take place immediately after the implementation meeting 	0.5	0.5	0.5	0.5	mid-Jul 2020
Outputs	<ul style="list-style-type: none"> Evaluation framework Data collection tools Facilitation / delivery of implementation meeting Soft launch concept note 					
Outcomes	<ul style="list-style-type: none"> Richer inventory of food tourism products / experiences to market and promote Shared understanding of how to collectively market and promote LTT Increased industry solidarity and peer-accountability 					
Subtotal		2.5	4	5	4.5	
Phase 8: Monitoring and Evaluation						
First impressions review	<ul style="list-style-type: none"> CTA will conduct a first impressions review of the new / enhanced LTT website, marketing collateral, and business marketing around new and expanded products / experiences A standardized data collection tool will be used to collect perceptions and feedback CTA will compile an analysis of the data into a first impressions report (3-5 pp) Findings will be used to inform the development of a secret shopping mission, and related data collection 	1	1	3	1	late-Jul – early-Aug 2020

Schedule A – Scope of Work

	tools (e.g. product / experience evaluation form)					
Data collection and analysis	<ul style="list-style-type: none"> With support from CTS and / or partners CTA will organize and manage one or more secret shoppers, who will visit a select number of businesses that received dedicated support* The purpose of the secret shopping mission is to evaluate new or expanded products / experiences, and CTA will develop a data collection tool to collect information that will allow for this CTA will compile data collected from the secret shopping mission into business-specific visitor experience assessments <p>*With support from CTS, CTA will provide secret shoppers with an honourarium, to be confirmed in discussion</p>	0.5	2	-	2	Aug 2020
Business follow-ups (telephone)	<ul style="list-style-type: none"> During a follow-up meeting with each business, CTA will share the results of each visitor experience assessment, along with recommended changes, as necessary 	2	4	-	2	Sep 2020
Outputs	<ul style="list-style-type: none"> First impressions report Data collection tools Visitor experience assessments 					
Outcomes	<ul style="list-style-type: none"> Stronger food tourism value proposition for businesses and for LTT as a whole Increased capacity of LTT businesses to receive food tourists Tried, tested, and truly unique food tourism products / experiences 					
Subtotal		3.5	7	3	5	

Subject: Lease Agreement – Dr. Nichole Currie **Report No.:** CS-062-2019
Hlby Medical Centre **Agenda Date:** November 5, 2019

Attachments

Appendix 01: Draft Lease Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-062-2019;
2. That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Dr. Nichole Currie for space at the Haileybury Medical Centre for consideration at the November 5, 2019 Regular Council meeting.

Background

Dr. Nichole Currie has been leasing space in the Haileybury Medical Centre since 2013. Her most recent agreement expires on December 31st, 2019.

Analysis

The lease agreements with Dr. Currie have normally been for a five (5) year term. Dr. Currie has requested a renewal term of ten (10) years. Staff are in agreement with this term as it will secure space and a tenant for a longer period of time. However, the agreement will include a fair termination clause standardly used by the City.

Attached is the draft lease agreement for Council's consideration.

Financial / Staffing Implications

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

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

Usually, lease agreements for the use of space in the Haileybury Medical Centre have had annual increases as per the Consumer Price Index. In consultation with the Treasurer, it was determined that a fixed increase of two percent (2%) would simplify budgeting and billing on both the City and the Tenant.

In 2020, the City will collect \$7,476 in revenues.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubycck, CHRP
Director of Corporate Services

Christopher W. Oslund
City Manager

**The Corporation of the City of Temiskaming Shores
By-law No. 2019-000**

**Being a by-law to authorize the entering into a Lease
Agreement with Dr. Nichole Currie for the rental of space
at the Haileybury Medical Centre**

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

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

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

Whereas Council considered Administrative Report CS-062-2019 at the November 5, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a lease agreement with Doctor Nichole Currie for the rental of 534 ft² of office space at the Haileybury Medical Center for consideration at the November 5, 2019 Regular Council meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the Mayor and Clerk be authorized to enter into an Agreement with Dr. Nichole Currie for the rental of space at the Haileybury Medical Centre, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 5th day of November, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to

By-law No. 2019-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Dr. Nichole Currie

for the rental of space at the
Haileybury Medical Center

Lease Agreement

between:

The Corporation of the City of Temiskaming Shores

and:

Dr. Nichole Currie

Lease

Director Corporate Services
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 5th day of November, 2019.

Between:

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

And:

Dr. Nichole Currie
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the **upper level** in the Landlord's Building containing a rentable area of Five Hundred and Thirty-Four square feet (534 ft²) located at 95 Meridian Avenue, City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Ingress and Egress

Together with the right of ingress and egress for the Tenant's employees, servants, agents, customers, and invitees, and the use of parking areas, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

3. Term

To hold the premises for a term commencing on the **1st day of January, 2020** and ending on the **31st day of December, 2029**.

4. Rent

And paying therefore, to the Lessor, subject to the provisions of this Lease, the sum of **Six Hundred and Twenty-Three Dollars and Zero Cents (\$623.00)** per month plus HST, which represents a lease rate of \$14.00/ft²/year. Rent will be increased annually for the duration of the term using two percent (2%) per year.

Rent is payable to the City of Temiskaming Shores and due on the first day of each and every month during the term hereof. Such payment to be mailed to P.O. Box 2050 Haileybury, Ontario P0J 1K0.

And the parties hereto covenant and agree as follows:

5. Tenant's Covenants

The Tenant covenants with the Landlord:

- a) **Rent** - to pay rent;
- b) **Telephone** - to pay when due the cost of the telephone and intercom services supplied to the premises;
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- d) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- e) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- f) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience

to the Tenant, given the private and confidential nature of the profession of the Tenant;

- g) Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- h) Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00 a.m. and 11:00 p.m. during the last month of the term;
- i) Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Landlord that certain equipment is to be installed and to be placed at convenient places as designated by the Tenant;
- j) Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;

6. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) Quiet enjoyment** - for the quiet enjoyment;
- b) Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Landlord on account thereof;
- c) Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- d) Electricity and water** - to pay for the electricity and water supplied to the premises;

- e) **Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned and the desks, tables and other furniture of the Tenant to be dusted, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting to be done daily five days of the week;
- f) **Heat** - to heat the premises;
- g) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;

7. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Tenant may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Tenant's fixtures in or upon the premises, whether placed there by the Tenant or by the Landlord, shall be the Landlord's property without compensation therefore to the Tenant and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Landlord, instead of rebuilding or making the premises fit for the purpose of the Tenant, may at its option terminate this lease on giving to the Tenant within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Tenant is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Tenant shall immediately deliver up possession of the premises to the Landlord;
- c) **Damage to property** - The Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to the employees of the Tenant or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Landlord or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Tenant;

- d) Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfillment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and

covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;

h) Right of re-entry - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;

i) Right of termination by the Tenant

The lease may be terminated for any valid operational reason with the consent of both parties and upon payment of three (3) months rent in lieu of notice.

j) Right of termination by the Landlord

On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises;

k) Non-waiver - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.

l) Over-holding - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy.

m) Arbitration - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons,

one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties fails to appoint an arbitrator for 15 days after the one party has appointed an arbitrator and has notified the other party in writing of the appointment and of the matter in dispute to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the order to a Judge of the District Court of the District of Timiskaming as a *persona designata* to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;

- n) **Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee;
- o) **Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Landlord, to it, at c/o Corporate Services, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice to the Tenant, to the premises and

deposited in one of Her Majesty's post offices in Haileybury, Ontario, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

8. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

9. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Tenant or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

In witness whereof the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed, Sealed and Delivered in the presence of:

The Corporation of the City of Temiskaming Shores

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

Dr. Nichole Currie

Date

Dr. Nichole Currie

Date

Witness Signature
Print Name: _____

The Corporation of the City of Temiskaming Shores

By-law No. 2019-168

**Being a by-law to amend By-law No. 2013-054, as amended
being a by-law to enter into an Agreement with Wood (formerly
AMEC Environmental and Infrastructure) for the Groundwater
Monitoring at the Haileybury and New Liskeard Landfill Sites – 2
Year Extension**

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

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2013-054 on April 16th, 2013 being a by-law to enter into an agreement with AMEC Environmental and Infrastructure for Groundwater Monitoring at the Haileybury and New Liskeard Landfill Sites;

And whereas Council considered Administrative Report No. PW-034-2019 at the November 5, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2013-054 to extend the contract for an additional two years for consideration at the November 5, 2019 Regular Council meeting.

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Schedule “A” to By-law No. 2013-054, as amended be further amended by deleting Article 2.0 Contract Period and replacing it with the following:

2.0 Contract Period

The Parties agree that the obligations of the Parties under this Agreement shall begin on the **1st day of July, 2020** and shall extend through to the **30th day of June 2021**.

2. That Schedule “A” to By-law No. 2013-054, as amended be further amended by deleting paragraph two and the associated table and replacing it with the following:

The City shall pay to the Consultant on a monthly basis based on invoices submitted by the Consultant plus HST for services rendered to annual upset limit set out in the following table:

Landfill Report	HiIby Landfill	NL Landfill	Upset Limit
------------------------	-----------------------	--------------------	--------------------

2020 Monitoring Report	\$ 12,453.00	\$ 51,155.00	\$ 63,608.00
2021 Monitoring Report	\$ 12,826.00	\$ 52,690.00	\$ 65,516.00
Totals:	\$ 24,180.00	\$ 99,330.00	\$ 129,114.00

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

Read a first, second and third time and finally passed this 5th day of November, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2019-169

**Being a by-law to amend By-law No. 2019-010, as amended
being a by-law to authorize the entering into a Lease Agreement
with the Timiskaming Home Support for the use of space at the
Shelly Herbert-Shea Memorial Arena – Lion’s Den**

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

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

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas in accordance with Section 130 of the Municipal Act, 2001, Council may pass such by-laws of the municipality in matters not specifically provided for by the Act, as may be deemed expedient and not contrary to law;

And whereas Council adopted By-law No. 2019-010 being an agreement with the Timiskaming Home Support for space at the Shelly Herbert-Shea Memorial Arena;

And whereas Council considered Memo No. 029-2019-CS at the November 5, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2019-010 to extend the lease by an additional six (6) months for consideration at the November 5, 2019 Regular Council meeting.

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Schedule “A” to By-law No. 2019-010, as amended be further amended by removing Article 3 Term and replacing it with the following:

Term

To hold the premises for a term commencing on the 1st day of January, 2019 and ending on the 30th of June, 2020.

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

Read a first, second and third time and finally passed this 5th day of November, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2019-170

Being a by-law to enter into an agreement with Ven-Rez Products Ltd. for the supply and installation of shelving at the Temiskaming Shores Public Library – New Liskeard Branch

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds to municipal issues;

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

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report No. LIB-001-2019 at the November 5, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Ven-Rez Products Ltd. for the supply and installation of shelving at the Temiskaming Shores Public Library (New Liskeard Branch) at an upset limit of \$54,497.70 plus applicable taxes for consideration at the November 5, 2019 Regular Council meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the Mayor and Clerk be authorized to execute an agreement with Ven-Rez Products Ltd. for the supply and installation of shelving at the Temiskaming Shores Public Library (New Liskeard Branch) at an upset limit of \$54,497.70 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 5th day of November, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2019-170

Agreement between

The Corporation of the City of Temiskaming Shores

and

Ven-Rez Products Ltd.

for the supply and installation of Shelving – New Liskeard
Branch (Library)

This agreement made in duplicate this 5th day of November, 2019.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called “the Owner”)

and

Ven-Rez Products Ltd.

(hereinafter called “the Contractor”)

Witnesseth:

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

Article I:

The Contractor will:

- a) Supply, delivery and install Library Shelving in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores
Request for Proposal (LIB-RFP-001-2019)
Supply, Delivery and Installation of Library Shelving**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 – Ven-Rez Products Ltd. submission and forming part of this agreement.
- c) That the Contractor will finalize the installation to the satisfaction of the City.

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the supply, delivery and installation of shelving in the amount of **Fifty-four Thousand, Four Hundred and Ninety-seven Dollars and Seventy cents (\$54,497.70)** plus applicable taxes;
- b) Make progress payments, typically monthly, based on receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of

transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Ven-Rez Products Ltd.
380 Sandy Point Road
Shelburne, Nova Scotia
B0T 1W0

Attn.: Peter DesChamps

The Owner:

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

Attn.: Rebecca Hunt

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

Signed and Sealed in)
the presence of)

Supplier's Seal)
(if applicable))

Municipal Seal)

Ven-Rez Products Ltd.

Estimator – Peter DesChamps

Witness
Print Name: _____
Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2019-170

Form of Agreement
NL Library Shelving



Dymond
Haileybury
New Liskeard

Discover a whole new Ontario • Découvrez un tout nouvel Ontario

City of Temiskaming Shores

Request for Proposal

LIB-RFP-001-2019

Supply, Delivery and Installation of Library Shelving

City of Temiskaming Shores
P.O. Box 2050
325 Fair Drive
Haileybury, Ontario
P6J 1K0

VEN-REZ PRODUCTS LTD.

Objective

This Request for Proposal describes the requirements of The Corporation of the City of Temiskaming Shores to receive proposals from qualified companies for the supply, delivery and installation of steel library shelving at the new location of the Temiskaming Shores Public Library at 285 Whitewood Avenue in the former town of New Liskeard.

Introduction

Located at the head of Lake Temiskaming, Temiskaming Shores is located in Northeastern Ontario, near the Quebec border. Temiskaming Shores covers 163.32 km² and has a population of approximately 10,600.

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

Definitions

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

Submission

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

City of Temiskaming Shores

P.O Box 2050

325 Farr Drive

Haileybury, Ontario P0J 1K0

Attn: Dave Treen, Clerk "LIB-RFP-001-2019 Supply, Delivery and Installation of Library Shelving"

The closing date for the submission of Proposals will be at **2:00 pm local time on Tuesday, October 29, 2019.**

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

Questions

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

Rebecca Hunt
Library CEO
City of Temiskaming Shores Public Library
545 Lakeshore Road South
Temiskaming Shores, ON
Phone: (705) 672-3707 ext. 4804
Fax: (705) 672-5966
rhunt@temiskamingshores.ca

Scope of Work

The City is interested in receiving proposals from bidders for the supply, delivery and installation of shelving as specified in the table and floorplan below. The shelving must match shelving owned by the library in the following specifications:

Part 1 – General

- 1.1 Free standing steel shelving with cantilevered shelves with fully welded upright column and base feet to provide maximum column rigidity and minimal stack movement.
- 1.2 All finished surfaces shall be free of scratches, marks, dents or blemishes, and exhibit no cracking or peeling.
- 1.3 Ranges are made up of starter bays and add-on bays and are designed in such a way that it is possible to remove or add bays without affecting the stability of the range.
- 1.4 All shelving is available in either open or closed style. Open style does not include end panels, dustcover/countertop or kickplates. Closed style shall include end panels, dustcover/countertop and kickplates.
- 1.5 All parts including the bottom shelves are to be completely interchangeable.
- 1.6 All steel components shall be electrostatically powder coated with medium gloss and be minimal of 3.0 MILS.
- 1.7 All shelves shall carry a load of 50 lb per foot without deflection in excess of 3/16".

Part 2 – Component Specifications

2.1 Upright columns

- 2.1.1. Upright columns to consist of two #16 gauge hat-shaped sections, flanged outwardly and electrically spot welded to form a 2-1/4" x 1-5/8" rectangular box section. Slots for shelf positioning are punched on two sides of the column at one inch centers.
- 2.1.2. Each upright column shall be welded to a 2" x 2" x #12 gauge tubular foot.

- 2.1.3. Foot to include two adjustable glides 1-11/16" base x 5/16" stem x 1-1/2"L.
- 2.1.4. The end openings in the base foot are to be fitted with a removable plastic cap.
- 2.1.5. Upright columns shall be punched both top and bottom to accept horizontal stretchers. Single starters that exceed 64" in height shall be punched for a third stretcher.

2.2 Stretchers

- 2.2.1. Stretchers shall be made of #16 gauge steel bent in a U shape with finished dimensions 1-1/2"W x 4"H
- 2.2.2. Four tapered lugs are punched on each end of the stretcher that hook snugly into upright columns.
- 2.2.3. All stretchers shall be in the same horizontal plane as the shelves. No diagonal bracing is acceptable.

2.3 Shelf Wings

- 2.3.1. Shelf wings shall be made of #16 gauge steel.
- 2.3.2. Top and front edges shall be flanged outwardly to a half round profile to prevent damage to books.
- 2.3.3. The depth of the wing shall not be less than that of the shelf for which it is intended. The height of the wing shall be 6" above shelf surface.
- 2.3.4. Shelf wings to have no less than three hooks and one safety lug that fits into upright columns.
- 2.3.5. Shelf support shall run full length of wing and be minimum of 7/8"H 180 degree return bend at the base of the wing.
- 2.3.6. Wing to receive an outward dimple in the upper front corner to act as a shelf spacer and eliminate overlapping of shelves.

2.4 Dustcover

- 2.4.1. Dustcovers shall be made of #20 gauge steel and extend the full width and depth of each bay.
- 2.4.2. Dustcovers to have no less than six 90 degree bends running the full length of the dustcover.
- 2.4.3. Front and back edge to be 1" high.

2.5 Kickplate

- 2.5.1. Kickplates shall be made of #20 gauge steel.
- 2.5.2. Kickplate to be fastened to foot using low profile plastic one-way fasteners.

2.6 Brackets

- 2.6.1. Dustcover brackets shall be made of #13 gauge steel.
- 2.6.2. Countertop brackets shall be made of #16 gauge steel.

Part 3 – Shelves

3.1 Slotted Box Shelf

- 3.1.1. Slotted Box Shelves shall be made of #20 gauge steel.
- 3.1.2. The front edge of the shelf shall have a box formation with a 1" high tri-fold 90 degree bend running the full length of the shelf. The back edge of the shelf is to have a 6" high upturned bend with two 90 degree bends running the full length of the shelf.
- 3.1.3. The shelf surface and back shall have slots punched on 1" centers to receive a three-point steel divider. Two rows of slots in the back, one row of slots in the shelf surface.
- 3.1.4. Shelf ends shall have 90 degree downward bend that is 15/16"H and to have 2 dimples to engage the shelf wing.

Part 4 – Shelf Accessories

4.1 Shelf Divider

- 4.1.1. Divider shall be made of #18 gauge steel.
- 4.1.2. Dividers shall come in standard heights of 8" high.
- 4.1.3. Each divider shall have two hooks on the back and one on the bottom.
- 4.1.4. The front top corner of the divider shall be rounded.
- 4.1.5. To be used with slotted box shelf.

4.2 Riser/Filler

- 4.2.1. Riser or Filler shall be made of #20 gauge steel. Riser or filler shall have four 90 degree bends. Riser or filler shall rest upon any flat shelf. If riser or filler is used on a slotted box shelf then the dividers are to be notched accordingly. Risers shall come in a standard size of 4" Deep and 1 ½" H.

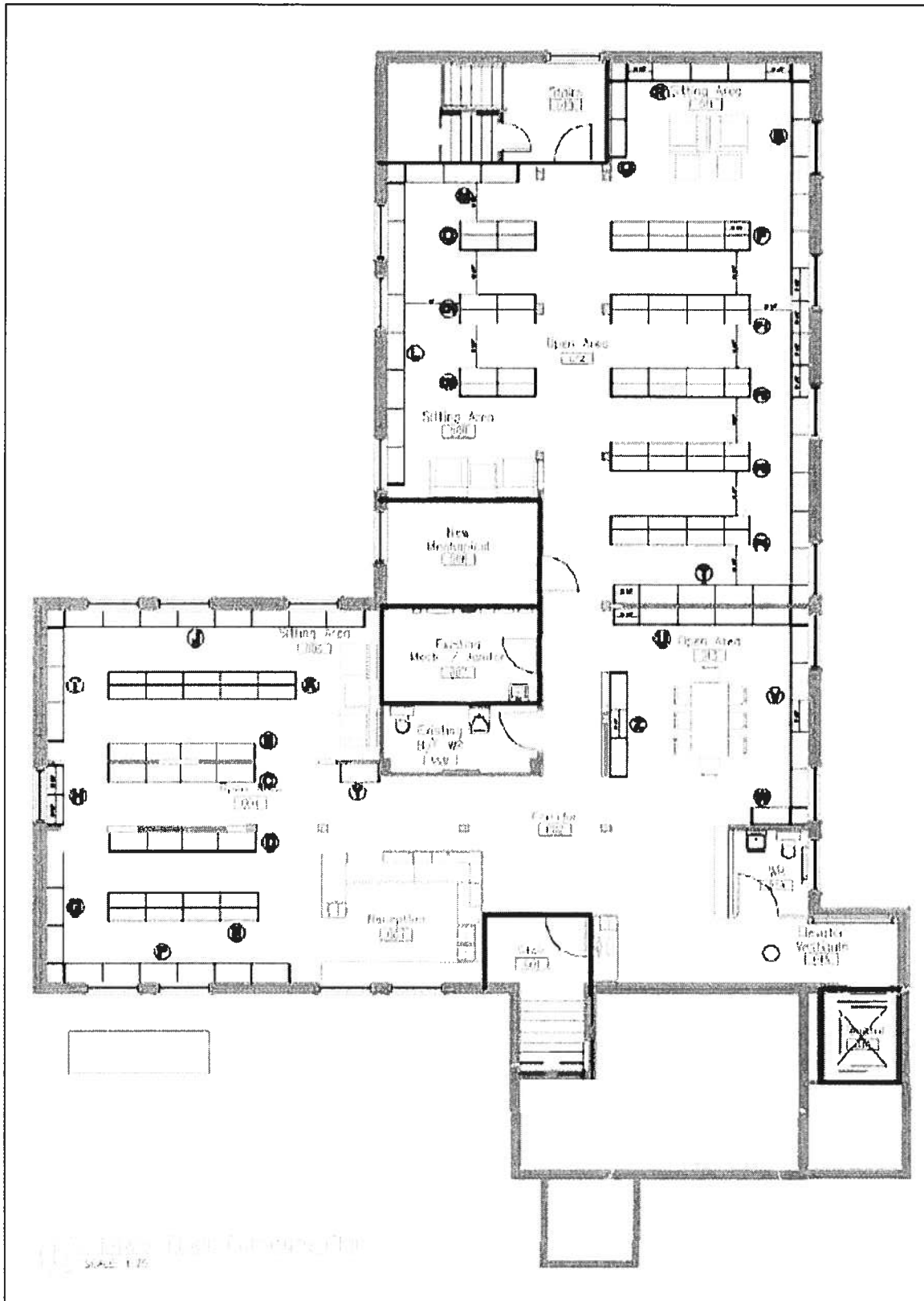
The quantity and size of shelving required is listed in the table below. The Library owns some Horizon steel shelving and requires Horizon shelving or equivalent shelving that can be easily incorporated with the owned shelving. All units are 64" high. There are single faced and double-faced sections in the floorplan so depths are either 12" or 24" deep. Most units are a standard 36" wide but there are variations to maximize shelving space in the building depending on the section. All units to come with either four or five slotted box shelves as per the specified section and two steel dividers per shelf, as well as steel dustcovers. There are several sections that require steel corner fillers and the audiobook section (section U) requires risers/spacers for the shelves. This will require notched steel dividers for that section. The library will be incorporating the existing shelving owned by the library into the floorplan and this is indicated in the chart.

ITEM	QTY	DESCRIPTION
A		Horizon Closed Double Faced Library Shelving. Use from existing shelving. 1 Starter, 4 Addons
B	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 36"W x 12"D. Unit c/w 5 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	3	36"W Addon for above.
C	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 36"W x 12"D. Unit c/w 5 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	3	36"W Addon for above
D	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 36"W x 12"D. Unit c/w 4 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	3	36"W Addon for above
E		Horizon Closed Double Faced Library Shelving. Use from existing shelving. 1 Starter, 3 Addons
F	5	Horizon Closed Single Faced Library Shelving - Starter Unit *Use from existing 64 " H, 36"W, 12" D Addon for above, 4 Shelves w/ 2-8"H Dividers per shelf.
G	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 36"W x 12"D. Unit c/w 4 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	2	36"W Addon for above
	1	Steel corner filler
H	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 28"W x 12"D. Unit c/w 5 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	1	28"W Addon for above
I	2	Horizon Closed Single Faced Library Shelving - Starter Unit *Use from existing 64" H, 36"W, 12" D Addon for above, 5 Shelves w/ 2-8"H Dividers per shelf.
J		Horizon Closed Single Faced Library Shelving - Starter Unit *Use from existing 1 Starter, 4 Addons

	3	64" H, 36"W, 12"D Addon for above, 5 Shelves w/ 2-8"H Dividers per shelf.
	1	Steel corner filler
L	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 36"W x 12"D. Unit c/w 5 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	7	36"W Addon for above
M	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 36"W x 12"D. Unit c/w 5 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	2	36"W Addon for above
	1	Steel corner filler
O	1	Closed Double Faced Library Shelving - Starter Unit 64"H x 36"W x 24"D. Unit c/w 10 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	1	36"W Addon for above
O1	1	Closed Double Faced Library Shelving - Starter Unit 64"H x 36"W x 24"D. Unit c/w 10 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	1	36"W Addon for above
O2	1	Closed Double Faced Library Shelving - Starter Unit 64"H x 36"W x 24"D. Unit c/w 10 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	1	36"W Addon for above
P	1	Closed Double Faced Library Shelving - Starter Unit 64"H x 36"W x 24"D. Unit c/w 10 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	2	36"W Addon for above
	1	24"W Addon for above
P1	1	Closed Double Faced Library Shelving - Starter Unit 64"H x 36"W x 24"D. Unit c/w 10 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	2	36"W Addon for above
	1	24"W Addon for above
P2	1	Closed Double Faced Library Shelving - Starter Unit 64"H x 36"W x 24"D. Unit c/w 10 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	2	36"W Addon for above

	1	24"W Addon for above
P3	1	Closed Double Faced Library Shelving - Starter Unit 64"H x 36"W x 24"D. Unit c/w 10 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	2	36"W Addon for above
	1	24"W Addon for above
P4	1	Closed Double Faced Library Shelving - Starter Unit 64"H x 36"W x 24"D. Unit c/w 10 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	2	36"W Addon for above
	1	24"W Addon for above
Q	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 36"W x 12"D. Unit c/w 5 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	1	36"W Addon for above
R	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 24"W x 12"D. Unit c/w 5 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	3	36"W Addon for above
	1	24"W Addon for above
	1	Steel corner filler
S	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 36"W x 12"D. Unit c/w 5 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	9	36"W Addon for above
	4	31"W Addon for above
	1	Steel corner filler
T	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 24"W x 12"D. Unit c/w 5 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	4	36"W Addon for above
U	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 24"W x 12"D. Unit c/w 5 - 12"D Slotted Box Shelves with 2 - 8"H Notched Steel dividers per shelf to accommodate Risers. Laminate end panels. Steel dustcovers. 1 --4"D x 1-1/2"H Riser/Spacer for each shelf, accommodating a 24" W. starter and 36" W addons.
	4	36"W Addon for above
	1	Steel corner filler

V	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 36"W x 12"D. Unit c/w 4 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	3	36"W Addon for above
	1	30"W Addon for above
	1	Steel corner filler
W	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 36"W x 12"D. Unit c/w 4 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
Y	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 36"W x 12"D. Unit c/w 5 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
Z	1	Closed Single Faced Library Shelving - Starter Unit 64"H x 36"W x 12"D. Unit c/w 5 - 12"D Slotted Box Shelves with 2 - 8"H Steel dividers per shelf. Laminate end panels. Steel dustcovers.
	1	36"W Addon for above
	1	28"W Addon for above
AA (Not Pictured)	2	Mobile Curved Double Faced Steel Library Shelving - Starter Unit Size: 52"H x 37-1/4"W x 24"D. On casters. Unit c/w 8 Shelves, laminate countertops and end panels. 26 Degree.
	2	Addon for above



City of Temiskaming Shores
LIB-RFP-001-2019

Supply, Delivery and Installation of Library Shelving

LIB-RFP-001-2019

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Ven-Rez Products Ltd.

(Registered Company Name/Individuals Name)

Of, 380 Sandy Point Road, Shelburne, NS B0T 1W0

(Registered Address and Postal Code)

Business:

Phone Number: (902) - 875-3178

Fax Number: (902) - 875-3371

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

Schedule of Items and Prices		
Note: Description of items found in table contained within Part 4.		
Item	Lump Sum	Total
B	Lump Sum:	\$1224.00
C	Lump Sum:	\$1224.00
D	Lump Sum:	\$1088.25
F	Lump Sum:	\$1188.25
G	Lump Sum:	\$873.10
H	Lump Sum:	\$680.60
I	Lump Sum:	\$543.40
J	Lump Sum:	\$837.70
K	Lump Sum:	N/A
L	Lump Sum:	\$2310.80
M	Lump Sum:	\$974.90
N	Lump Sum:	\$1131.65
O	Lump Sum:	\$3394.95
P	Lump Sum:	\$10264.75
Q	Lump Sum:	\$680.60

R	Lump Sum:	\$1518.30
S	Lump Sum:	\$3963.60
T	Lump Sum:	\$1495.70
U	Lump Sum:	\$1518.30
V	Lump Sum:	\$1348.60
W	Lump Sum:	\$375.00
X	Lump Sum:	N/A
Y	Lump Sum:	\$408.90
Z	Lump Sum:	\$952.30
AA	Lump Sum:	\$6631.20
Installation	Lump Sum:	\$5000.00
FOB	New Liskeard:	\$6000.00
Sub-Total:		\$54497.70
HST:		\$7084.70
Total Lump Sum Price:		\$61582.40

Proposal Evaluation Criteria

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

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

City Proposal Evaluation Criteria			Maximum Total Points
	Weight	Points	
Qualifications, Expertise and Performance on Similar Purchases			
Past ability to complete transactions within timelines and budgets	6	10	60
Stability and reputation of firm	4	10	40
Qualifications of sales staff	5	10	50
Qualifications of senior staff / manager	5	10	50
20%			
Proposed Supplier Contact / Manager and Support Team			
Past experience in directing / involvement with similar purchases	5	10	50
Specialized expertise	5	10	50
Understanding of proposed goods to be provided	5	10	50
15%			
Completeness and Schedule			
Availability of key staff	5	10	50
Demonstrated customer service program	5	10	50
Methodology and Schedule for delivery of goods	10	10	100
Demonstrated how the firm will assist the Library in delivery and installation of shelving.	5	10	50
25%			
Knowledge of Library Regarding the Purchase			
Members of the team must be familiar with Library operations in regards to shelving systems	10	10	100
10%			
Estimated Fees and Disbursements			
Cost estimates are evaluated for completeness and lowest is scored 10 points, next 8 points, etc. If more than 5 proposals, then only 5 lowest Bids are to receive points, and the remaining higher prices will be given 0.25 points. Prices within a small differential will be scored as equal.	30	10	300
30%			

City of Temiskaming Shores

LIB-RFP-001-2019

Supply, Delivery and Installation of Library Shelving

NON-COLLUSION AFFIDAVIT

I/ We Ven-Rez Products Ltd. the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Signed: 

Company Name: Ven-Rez Products Ltd.

Title: Peter DesChamp, Estimator

City of Temiskaming Shores

LIB-RFP-001-2019

Supply, Delivery and Installation of Library Shelving

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual, or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at Shelburne, NS this 29th day of October, 2019.

Firm Name: Ven-Rez Products Ltd.

Bidder's Authorized Official: John Rice

Title: Operations Manager

Signature:  _____



Horizon Library Shelving General Specification

Part 1 – General

- 1.1 Free standing steel shelving with cantilevered shelves with fully welded upright column and base feet to provide maximum column rigidity and minimal stack movement.
- 1.2 All finished surfaces shall be free of scratches, marks, dents or blemishes, and exhibit no cracking or peeling.
- 1.3 Ranges are made up of starter bays and add-on bays and are designed in such a way that it is possible to remove or add bays without affecting the stability of the range.
- 1.4 All shelving is available in either open or closed style. Open style does not include end panels, dustcover/countertop or kickplates. Closed style shall include end panels, dustcover/countertop and kickplates.
- 1.5 All parts including the bottom shelves are to be completely interchangeable.
- 1.6 All steel components shall be electrostatically powder coated with medium gloss and be minimal of 3.0 MILS.
- 1.7 All shelves shall carry a load of 50 lb per foot without deflection in excess of 3/16”.

Part 2 – Component Specifications

- 2.1 Upright columns
 - 2.1.1 Upright columns to consist of two #16 gauge hat-shaped sections, flanged outwardly and electrically spot welded to form a 2-1/4” x 1-5/8” rectangular box section. Slots for shelf positioning are punched on two sides of the column at one inch centers.
 - 2.1.2 Each upright column shall be welded to a 2” x 2” x #12 gauge tubular foot.
 - 2.1.3 Foot to include two adjustable glides 1-11/16” base x 5/16” stem x 1-1/2”L.
 - 2.1.4 The end openings in the base foot are to be fitted with a removable plastic cap.
 - 2.1.5 Upright columns shall be punched both top and bottom to accept

horizontal stretchers. Single starters that exceed 64" in height shall be punched for a third stretcher.

2.2 Stretchers

2.2.1 Stretchers shall be made of #16 gauge steel bent in a U shape with finished dimensions 1-1/2"W x 4"H

2.2.2 Four tapered lugs are punched on each end of the stretcher that hook snugly into upright columns.

2.2.3 All stretchers shall be in the same horizontal plane as the shelves. No diagonal bracing is acceptable.

2.3 Shelf Wings

2.3.1 Shelf wings shall be made of #16 gauge steel.

2.3.2 Top and front edges shall be flanged outwardly to a half round profile to prevent damage to books.

2.3.3 The depth of the wing shall not be less than that of the shelf for which it is intended. The height of the wing shall be 6" above shelf surface.

2.3.4 Shelf wings to have no less than three hooks and one safety lug that fits into upright columns.

2.3.5 Shelf support shall run full length of wing and be minimum of 7/8"H 180 degree return bend at the base of the wing.

2.3.6 Wing to receive an outward dimple in the upper front corner to act as a shelf spacer and eliminate overlapping of shelves.

2.4 Dustcover

2.4.1 Dustcovers shall be made of #20 gauge steel and extend the full width and depth of each bay.

2.4.2 Dustcovers to have no less than six 90 degree bends running the full length of the dustcover.

2.4.3 Front and back edge to be 1" high.

2.5 Kickplate

2.5.1 Kickplates shall be made of #20 gauge steel.

2.5.2 Kickplate to be fastened to foot using low profile plastic one-way fasteners.

2.6 Brackets

2.6.1 Dustcover brackets shall be made of #13 gauge steel.

2.6.2 Countertop brackets shall be made of #16 gauge steel.

- 2.7 Mobile Shelving
 - 2.7.1 Mobile shelving is not recommended for heights exceeding 52”H
 - 2.7.2 Mobile shelving is for double faced units only.
 - 2.7.3 Mobile shelving is not recommended to exceed two bays in length (72” long) as the stack becomes too heavy to move when loaded with books.
 - 2.7.1 Mobile Shelving to have heavy duty 4” Dia x 2” wide caster with minimum 750 lb capacity.
 - 2.7.2 Caster housing to be solidly welded to upright frame.
 - 2.7.3 A 5” long piece of 2” x 2” x 1/8” square tubing is welded to foot to distribute load of caster.
 - 2.7.4 Cross bracing is 1-1/4” x 16 gauge square tubing that is bolted to 5” long section of 2” x 2” tubing.

Part 3 – Shelves

- 3.1 Slotted Box Shelf
 - 3.1.1 Slotted Box Shelves shall be made of #20 gauge steel.
 - 3.1.2 The front edge of the shelf shall have a box formation with a 1” high tri-fold 90 degree bend running the full length of the shelf. The back edge of the shelf is to have a 6” high upturned bend with two 90 degree bends running the full length of the shelf.
 - 3.1.3 The shelf surface and back shall have slots punched on 1” centers to receive a three-point steel divider. Two rows of slots in the back, one row of slots in the shelf surface.
 - 3.1.4 Shelf ends shall have 90 degree downward bend that is 15/16”H and to have 2 dimples to engage the shelf wing.
- 3.2 Tray Shelf
 - 3.2.1 Tray Shelves shall be made of #20 gauge steel.
 - 3.2.2 The front and back edge of the shelf shall have a box formation with a 1” high tri-fold 90 degree bend running the full length of the shelf.
 - 3.2.3 Shelf ends shall have 90 degree downward bend that is 15/16”H and to have 2 dimples to engage the shelf wing.

- 3.3 Box Shelf
 - 3.3.1 Box shelf shall be made of #20 gauge steel.
 - 3.3.2 The front edge of the shelf shall have a box formation with a 1” high tri-fold 90 degree bend running the full length of the shelf. The back edge of the shelf is to have a 6” high upturned bend with two 90 degree bends running the full length of the shelf.
 - 3.3.3 Shelf ends shall have 90 degree downward bend that is 15/16”H and have 2 dimples to engage the shelf wing.

- 3.4 Low Back Shelf
 - 3.4.1 Low Back Shelf shall be made of #20 gauge steel.
 - 3.4.2 The front edge of the shelf shall have a box formation with a 1” high tri-fold 90 degree bend running the full length of the shelf. The back edge of the shelf is to have an 1-1/4” high upturned bend with two 90 degree bends running the full length of the shelf.
 - 3.4.3 Shelf ends shall have 90 degree downward bend that is 15/16”H and have 2 dimples to engage the shelf wing.

- 3.5 Periodical Display and Storage Shelf
 - 3.5.1 Pivoting shelf shall be made of #20 gauge steel.
 - 3.5.2 Pivoting shelf is attached to wing with nut and bolt to allow 6” of storage underneath.
 - 3.5.3 The bottom edge of the pivoting shelf shall have two 90 degree bends to form a 1-3/8” lip.
 - 3.5.4 Shelf to stand open without holding in an open position.
 - 3.5.5 Pivoting shelf used in conjunction with box shelf.

- 3.6 Magazine Display Shelf
 - 3.6.1 Fixed display shelf shall be made of #20 gauge steel.
 - 3.6.2 Display shelf is mounted in a fixed position to wing using nuts and bolts.
 - 3.6.3 The bottom edge of the display shelf shall have two 90 degree bends to form a 1-3/8” lip.

- 3.7 Sliding Reference Shelf
 - 3.7.1 Sliding Reference Shelf shall be made of #20 Gauge steel.
 - 3.7.2 Sliding shelf assembly shall be securely welded to underside of adjustable shelf using #14 gauge brackets.
 - 3.7.3 The sliding shelf shall operate on full suspension ball bearing slides with rubber bumpers at the end of travel.
 - 3.7.4 The front edge of the shelf shall be a box formation that is 7/8” high.
 - 3.7.5 The front edge of the sliding shelf to extend 1” beyond the face of the adjustable shelf for ease of location.

- 3.8 Pullout Browser Shelf
 - 3.8.1 Browser shelf body shall be made of #20 gauge steel. Shelf sides, sloped wall, U-channel and joiner shall be made of #16 gauge steel.
 - 3.8.2 The browser shelf shall operate on full suspension ball bearing slides with rubber bumpers at the end of travel.
 - 3.8.3 Dividers are ¼" round steel rod.
 - 3.8.4 The browser shelf to include a removable ribbed rubber mat to prevent slippage of media.

- 3.9 Comic Book Shelf
 - 3.9.1 Comic book shelf shall be made of #20 gauge steel.
 - 3.9.2 Front lip to extend 2" above the top of the shelf.
 - 3.9.3 Front lip to be welded to front flange of shelf.
 - 3.9.4 #20 Gauge angled shelf supports welded to shelf. Angle to provide approximately 8.5 degrees of slope to the shelf.

- 3.10 Multi-media Shelf – Rod
 - 3.10.1 The media rod shall use the shelf wing to integrate into the library system.
 - 3.10.2 Two 5/16" round steel rods mounted in an over under fashion. Both ends of the rods are to be threaded to allow it to be fastened to wings.

- 3.11 Newspaper Shelf
 - 3.11.1 Newspaper shelf sides shall be made of #16 gauge steel.
 - 3.11.2 Shelf sides to have no less than six hooks and one safety lug that fits into upright columns.
 - 3.11.3 Rods shall be 7/8" Dia wood dowel.
 - 3.11.4 Two spreader rods shall be 3/8" round steel with both ends threaded to allow it to be fastened to sides.

Part 4 – Shelf Accessories

- 4.1 Shelf Divider
 - 4.1.1 Divider shall be made of #18 gauge steel.
 - 4.1.2 Dividers shall come in standard heights of 5" or 8" high.
 - 4.1.3 Each divider shall have two hooks on the back and one on the bottom.
 - 4.1.4 The front top corner of the divider shall be rounded.
 - 4.1.5 To be used with slotted box shelf.
- 4.2 Clip-on Divider
 - 4.2.1 Clip-on divider shall be made of #18 gauge steel.
 - 4.2.2 Front edge of divider to snugly fit the front edge of a standard adjustable shelf.

- 4.3 Face Out Book Display
 - 4.3.1 Face out book display shall be made of #18 gauge steel.
 - 4.3.2 Book display to hook under lip of adjustable shelf.
- 4.4 Findable Book Divider
 - 4.4.1 Findable book divider shall be made of #18 gauge steel.
 - 4.4.2 Findable book divider to have side flanges to prevent loss amongst the books.
- 4.5 "L" Bookend
 - 4.5.1 Bookend shall be made of #18 gauge steel.
 - 4.5.2 Entire bottom of bookend shall have non-skid cork.
 - 4.5.3 All corners to be rounded.
- 4.6 Riser or Filler
 - 4.6.1 Riser or Filler shall be made of #20 gauge steel.
 - 4.6.2 Riser or filler shall have four 90 degree bends.
 - 4.6.3 Riser or filler shall rest upon any flat shelf.
 - 4.6.4 If riser or filler is used on a slotted box shelf then the dividers are to be notched accordingly.
- 4.7 Zig Zag
 - 4.7.1 Zig zag shall be made of #20 gauge steel.
 - 4.7.2 The zig zag shall include nine 90 degree bends and extend the full width of the shelf.
 - 4.7.3 The zig zag shall rest upon any flat shelf.
- 4.8 Wire Divider
 - 4.8.1 Wire divider shall be made of ¼" round steel rod.

Part 5 – Finish Specifications

- 5.1 All steel components to undergo a five stage cleaning process.
 - Stage 1 contains a soapy degreasing agent that removes dirt, grease, oil, welding flux and loose scales.
 - Stage 2 is a clear water rinse.
 - Stage 3 provides a phosphate coating that inhibits corrosion and improves adhesion of powder finish.
 - Stage 4 is a clear water rinse.
 - Stage 5 is a final wetting and coating of bonding agent for powder coat.
- 5.2 After units are cleaned, the parts pass through a dry-off oven. Immediately following is our modern automatic electrostatic powder coat painting system. The powder electrostatically adheres to the metal and is baked for approximately twenty minutes at an average temperature of 395 F. The finish is a medium gloss and highly resistant to scratches.

The Corporation of the City of Temiskaming Shores

By-law No. 2019-171

Being a by-law to enter into an agreement with Culinary Tourism Alliance for the implementation of a food tourism strategy for enhancing the Lake Temiskaming Tour / Tour du lac Témiscamingue

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds to municipal issues;

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

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report No. CS-061-2019 at the November 5, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Culinary Tourism Alliance for the implementation of a food tourism strategy for enhancing the Lake Temiskaming Tour / Tour du lac Témiscamingue at an upset limit of \$115,612.50 plus applicable taxes for consideration at the November 5, 2019 Regular Council meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the Mayor and Clerk be authorized to execute an agreement with Culinary Tourism Alliance for the implementation of a food tourism strategy for enhancing the Lake Temiskaming Tour / Tour du lac Témiscamingue at an upset limit of \$115,612.50 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 5th day of November, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to

By-law 2019-171

Agreement between

The Corporation of the City of Temiskaming Shores

and

Culinary Tourism Alliance

implementation of a food tourism strategy

This agreement made in duplicate this 5th day of November, 2019.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and

Culinary Tourism Alliance

(hereinafter called "the Consultant")

Witnesseth:

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

Article I:

The Consultant will:

- a) Implement a food tourism strategy for enhancing the Lake Temiskaming Tour / Tour du lac Témiscamingue in accordance to this Agreement and in the Form of Agreement attached hereto as Appendix 01 – Culinary Tourism Alliance submission and forming part of this agreement.
- b) That the Consultant will finalize the installation to the satisfaction of the City.

Article II:

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the implementation of a Food Tourism Strategy in the amount of **One Hundred and Fifteen Thousand, Six Hundred and Twelve Dollars and Fifty cents (\$115,612.50)** plus applicable taxes;
- b) Make progress payments, typically monthly, based on receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of

delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Consultant:

Culinary Tourism Alliance
550 Bayview Ave. Suite 402
Toronto, Ontario
M4W 3X8

Attn.: Trevor Jonas Benson

The Owner:

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

Attn.: James Franks

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

Signed and Sealed in)
the presence of)

Supplier's Seal)
(if applicable))

Municipal Seal)

Culinary Tourism Alliance

Vice President – Trevor Jonas Benson

Witness Signature
Print Name: _____
Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2019-171

Form of Agreement
Food Tourism Strategy



Terms of Agreement

This agreement, dated this 4th day of October 2019 (The “Agreement”)

Between:

The Corporation of the City of Temiskaming Shores

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

(Hereinafter called the “Client”)

-AND-

Culinary Tourism Alliance

550 Bayview Avenue, Suite 402
Toronto, ON M4W 3X8
CANADA

(Hereinafter called the “Contractor”)

Whereas the Contractor and the Client have agreed to enter into a service Agreement (“the Agreement”) for services to be provided to the Contractor relating to the operation of the Client:

AND WHEREAS the parties wish to set out the terms and conditions regarding the provision of services. In consideration of the premises, covenants and Agreements contained in this document, the parties agree as follows:

Services

The Contractor shall, during the term of this Agreement, assist the Client with implementing its food tourism strategy for enhancing the Lake Temiskaming Tour / Tour du lac Témiscamingue through capacity building and product development.

The Contractor is expected to perform the Services in a timely manner, but is not required to devote its full time and attention to providing them.



Services to be performed by the Contractor (see Schedule A – Scope of Work) include but are not limited to project initiation, management and communications, background review and analysis, stakeholder engagement, food tourism training and capacity building, product/experience development and expansion support, online sales and marketing training, marketing support, monitoring and evaluation support

Outputs provided by the Contractor include but are not limited to the following:

- Critical path in alignment with the finalized work plan
- Master stakeholder database
- Diagnostic report
- Summary of notes taken during partners briefing meeting
- Summary of findings from analysis and needs assessment
- Signed terms of agreement between food tourism businesses and CTS
- Food tourism profile of each business (up to 35)
- Themed group training session materials
- Business work plans (up to 35)
- Delivery of 4 themed group training sessions
- Facilitation of 4 meet-and-eat meetings
- Summary of peer-to-peer product / experience showcase
- New or expanded product / experience profiles for each business (up to 35)
- Group training session materials
- Delivery of 2 group training sessions on online sales and marketing
- Evaluation framework
- Data collection tools
- Facilitation / delivery of implementation meeting
- Soft launch concept note
- First impressions report
- Data collection tools
- Visitor experience assessments

Term

The term of this Agreement shall commence on 1 October 2019 and be completed by 30 September 2020. Either party may terminate this Agreement at any time by giving thirty (30) working days written notice to the other party.



Fees and Payment Schedule

The following payment schedule is agreed to a total of \$115,612.50 CAD plus HST:

- Upon signing contract: \$22,362.50 + HST
- Upon completion of Phase 4: \$30,362.50 + HST
- Upon completion of Phase 6: \$39,312.50 + HST
- Upon delivery of final output: \$23,575.00+ HST

Travel and Additional Related Costs

The fees do not cover Contractor travel or travel-related expenses. These expenses are the responsibility of the Contractor.

The fees also do not cover workshop and meeting expenses, including printing of meeting and educational materials. These additional related costs are the responsibility of the Client and will be pre-approved by the Client in advance of invoicing.

Other Considerations

The Contractor acknowledges that it is an independent contractor retained by the Client. Furthermore, the Contractor acknowledges that it does not consider itself to be an employee of the Client and not entitled to any employment rights or benefits. The Contractor will supply their own office space, computer, and telecommunications equipment. Any additional expenses over and above those stipulated in the Agreement will be pre-approved in writing by Client and invoiced accordingly.

Ownership, Custody and Control of Property

The Contractor will own all physical and electronic materials and intellectual property produced by Contractor. The Client will not be permitted to copy or reproduce teaching materials or guidebooks outside of workshops or sessions without the written permission of the Contractor.

Confidentiality

The Contractor shall maintain confidentiality over all information collected and analyzed and agrees not to share in portion or in full any of the contents without the written approval of the Client.



Conflict of Interest

The Contractor will disclose to the Client without delay any situation that may be reasonably interpreted as either an actual or potential conflict of interest and will immediately refrain from acting in any matter it has a conflict in if requested to do so by the Client.

Termination

The Client reserves the right to terminate this project on thirty (30) working days written notice. The Client acknowledges that it will be responsible for all reasonable costs incurred up to and including the effective date of termination.

Entire Agreement

This Agreement, to be signed by all parties, constitutes the full and complete understanding between the parties and may only be amended, modified or supplemented in writing and if signed by the parties.

Amendments

No amendments, change or modifications of this agreement shall be valid unless evidenced in writing, signed by duly authorized representatives of the parties.

Notice

Any notice, offer or other writing to be given or made under or pursuant to the provisions of this Agreement or in any way concerning the same shall be sufficiently given or made if in writing and submitted electronically delivered to:

James Franks

Economic Development Officer

Corporation of the City of Temiskaming Shores

325 Farr Drive, PO Box 2050

Haileybury, Ontario P0J 1K0

CANADA

Email: jfranks@temiskamingshores.ca

Tel: (705) 672 - 3363 ext. 4137

Governing Laws

This agreement and the rights and obligations and relations of the parties shall be governed and interpreted under the laws of the province of Ontario and the federal laws of Canada applicable in Ontario, and the parties exclusively to the jurisdiction of the courts of the province of Ontario in respect of any dispute arising between them. The supplier warrants



that in all aspects of the performance of this agreement it shall comply with and be bound by all applicable federal, provincial and local laws, orders, rules, regulations, ordinances, by-laws, guidelines, standards, limitations, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to such laws, and that it shall obtain all licenses, permits, and approvals which are required specifically for its work on the agreement.

No Partnership

The Client, on the one hand, and the Contractor and its affiliated organizations, venture and companies on the other hand, are independent Contractors with respect to each other as pertains to this agreement, and nothing herein shall create any partnership or other relationship between them. The Contractor shall not act as, or represent itself to any third party as being an agent of the Client for any purpose whatsoever, except as may be approved or directed by the Client in writing.

Indemnification

The Contractor shall indemnify and save harmless the Client, their subsidiaries, affiliates, successors, assigns, directors, officers, employees and agents from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which any may suffer as a result of (A) the negligence of the Contractor, its employees, officers, directors or agents in the performance of this agreement; (B) a breach under this agreement, or tortious acts or omissions of this agreement; and/or (C) representations or statements of the Contractor, its employees or agents concerning any products or services of the Contractor.

The Client shall indemnify and save harmless the Contractor, their subsidiaries, affiliates, successors, assigns, directors, officers, employees and agents from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which any may suffer as a result of (A) the negligence of the Client, its employees, officers, directors or agents in the performance of agreement; (B) a breach under this agreement, or tortious acts or omissions of this agreement; and/or (C) representations or statements of the Client, its employees or agents concerning any products or services of the Client.



In witness, whereof of this agreement is executed as of the day, month and year first written above.

For The Corporation of the City of Temiskaming Shores

Date: _____

Signature: _____

Name: _____

For the Culinary Tourism Alliance:

Date: October 4, 2019

Signature: 

Name: Trevor Jonas Benson
Vice President, Destination Development

HST# 884269325RT0001

WORK PLAN

A work planning table has been used to provide a comprehensive overview of the Culinary Tourism Alliance’s (CTA) approach to supporting the City of Temiskaming Shores (CTS) with implementing its food tourism strategy for enhancing the Lake Temiskaming Tour / Tour du lac Témiscamingue (LTT) through capacity building and product development.

This table includes a description of the various stages and activities in each phase, along with the anticipated outputs and outcomes that will be produced; including but not limited to those identified by CTS. The work plan also identifies the time required (person days) for completing each task in relation to the personnel responsible, and the time proposed corresponds to the detailed and itemized pricing that follows.

Personnel

Role	Name	Responsibilities
Senior Consultant (SC)	Trevor Jonas Benson	Ongoing liaison, research planning and preparation, tool design, community engagement, research and analysis, training delivery, customized business support, report writing and editing
Project Lead (PL)	Caroline Morrow	Project management, ongoing liaison, research planning and preparation, tool design and development, community engagement, research and analysis, training delivery, customized business support, report writing
Industry Expert – Tourism Marketing (IE)	Martin Lacelle	Data collection tool design, community engagement, research and analysis, training delivery, customized small business support, report editing
Research Lead (RL)	Camilo Montoya-Guevara	Ongoing liaison, research planning and preparation, tool design and development, community engagement, research and analysis, training delivery, customized business support, report writing and formatting

Note, the work being proposed is divided into eight (8) phases, and the timeline is based on an anticipated start date of 1 October 2019 and end date of 30 September 2020. Also note, an initial briefing meeting has been included in the Phase 1 but the project management and ongoing liaison time that is identified will be used across all phases. This will help to ensure that activities are carried out in consultation with CTS and partners.

Schedule A – Scope of Work

Stage	Activities	Time (person days)				Timeline/ Milestones (2019/20)
		SC	PL	IE	RL	
Phase 1: Project Initiation, Management, and Communications						
Initial briefing meeting (teleconference)	<ul style="list-style-type: none"> CTA will prepare for and facilitate an initial briefing meeting with CTS and partners, as identified At this meeting the following will be reviewed in discussion: <ul style="list-style-type: none"> project goals and objectives approach and methodology key activities, outputs, and outcomes CEF performance measures timeline and milestones indicators of success other, as identified Any necessary changes to the work plan will be confirmed at this meeting After the meeting CTA will develop a critical path in alignment with the finalized work plan 	0.5	0.5	0.5	0.5	1 Oct 2019
Project management	<ul style="list-style-type: none"> CTA will apply agile project management methods to ensure that outputs are produced in the most efficient and effective manner, and include CTS insights, input, and feedback The PL will also facilitate weekly internal meetings to ensure that CTA personnel are on track with activities and outputs 	-	3	-	-	Ongoing
Ongoing liaison	<ul style="list-style-type: none"> Preferred methods and frequency of communications between CTA and CTS will be confirmed during the initial briefing meeting The PL will maintain clear and open communications with the project lead from CTS Regular check-in meetings will also be scheduled over the course of the project, in advance and in discussion with CTS 	1	1.5	0.5	1	Ongoing
Outputs	<ul style="list-style-type: none"> Finalized work plan, to be appended to and become part of the contract Critical path in alignment with the finalized work plan 					
Outcomes	<ul style="list-style-type: none"> Open and efficient communications over the course of the project Respectful, flexible, and responsive project management 					
Subtotal		1.5	5	1	1.5	

Phase 2: Background Review and Analysis						
Background document review	<ul style="list-style-type: none"> With support from CTS, CTA will collect, compile, and review all relevant documentation Documents may include but are not limited to the following: <ul style="list-style-type: none"> - Enhanced Lake Temiskaming Tour Product Development Narrative - CTS's Product Implementation Plan - Action Plan for Growing Food Tourism in North Bay and Area - LTT marketing channels and materials (e.g. website, passport, etc.) - Timiskaming Local and Charitable Food Map - Other, as identified As part of the process, key data and information may be compiled from each source and/or summarized into one internal reference document 	0.5	1	0.5	1	Oct 2019
Food tourism inventory and analysis	<ul style="list-style-type: none"> With support from CTS, CTA will create a master stakeholder database that includes contact information for all current LTT businesses (~150) Businesses offering food and drink OR a food and drink experience (i.e. "<i>food tourism businesses</i>") will be identified as part of the database development process <i>Food tourism businesses</i> may include but are not limited to the following: <ul style="list-style-type: none"> - Accommodations - Attractions - Beverage producers - Cooking schools - Farmers, producers, and artisans - Farmers' markets - Festivals and events - Restaurants - Retailers - Tour operators Using a standardized question set, CTA will conduct desk research into an equally weighted number of LTT <i>food tourism businesses</i> from each category Information will be compiled and analyzed to get a better understanding of the breadth and diversity of LTT's current food tourism offer 	0.5	1.5	0.5	3	Oct 2019

Schedule A – Scope of Work

Key informant interviews (telephone)	<ul style="list-style-type: none"> Select <i>food tourism businesses</i>, as identified in consultation with CTS, will also be engaged in one-on-one conversations around the current iteration of LTT Interviewees may be asked questions related to LTT quality assurance measures (e.g. criteria), participation challenges, supports needed, past marketing initiatives, benefits realized, etc. A standardized interview guide will be developed as part of the process and an online collector will be used to input responses 	0.5	1.5	0.5	2	Nov 2019
Preparing diagnostic report	<ul style="list-style-type: none"> All data collected during Phase Two will be compiled and analyzed CTA will then prepare a short (~5-7pp) diagnostic report The report may include an assessment of LTT's current food tourism offer, recommended changes to CTS's Product Implementation Plan, a working list of all <i>food tourism businesses</i> to engage in collectively implementing the food tourism strategy for enhancing LTT, along with proposed criteria to participate 	1	1.5	0.5	1.5	late-Nov 2019
Outputs	<ul style="list-style-type: none"> Master stakeholder database Diagnostic report 					
Outcomes	<ul style="list-style-type: none"> Clear picture of LTT's current food tourism offer Better understanding of past performance 					
Subtotal		2.5	5.5	2	7.5	
Phase 3: Stakeholder Engagement						
Partners briefing meeting (teleconference)	<ul style="list-style-type: none"> With support from CTS, existing and prospective LTT partners will be invited to a briefing meeting where CTA will provide an overview of the project Partners include but are not limited to the following: <ul style="list-style-type: none"> - Destination Northern Ontario - NECO CFDC - South Temiskaming CFDC - Temiskaming Shores & Area Chamber of Commerce - Indigenous Tourism Ontario - Quebec Aboriginal Tourism - various municipalities, as identified 	0.5	1	0.5	0.5	mid-Dec 2019

Schedule A – Scope of Work

	<ul style="list-style-type: none"> - other, as identified • During the meeting, partners will be introduced to ways they can support the project, such as hosting group training sessions, supporting marketing initiatives, etc. • They will also be invited to express their interest and ideas around supporting LTT growth • Notes taken during this meeting will be compiled and shared with CTS 					
Industry questionnaire	<ul style="list-style-type: none"> • In anticipation of engaging up to 50 businesses in food tourism readiness training and capacity building, CTA will design and develop an online questionnaire • The questionnaire, which will be disseminated to all LTT <i>food tourism businesses</i> with support from CTS, will include a food tourism readiness self-assessment • Questions will also serve to gauge industry interest in receiving various food tourism development supports, along with the criteria to participate in collectively implementing the food tourism strategy for enhancing LTT • Food tourism development supports may include but are not limited to the following: <ul style="list-style-type: none"> - group training - dedicated product / experience development support - dedicated product / experience expansion support - dedicated online sales and marketing support (e.g. e-commerce and web presence) 	0.5	1	0.5	1	Dec 2019
Analysis and needs assessment	<ul style="list-style-type: none"> • Results from the questionnaire will be analyzed to confirm common / shared industry needs, and these will inform theme selection for 4 group training sessions (see Phase 4) • Analysis will also confirm businesses that are interested in receiving dedicated support from CTA, including: <ul style="list-style-type: none"> - up to 25 businesses that want to develop a new agri-food product / experience, and - up to 10 businesses that want to expand their agri-food product / experience 	0.5	1	-	1	late-Dec 2019

Schedule A – Scope of Work

	<ul style="list-style-type: none"> CTA will prepare a summary of findings as part of the process, and this will be shared with CTS 					
Formalizing industry commitment	<ul style="list-style-type: none"> CTA will draft an e-invitation to send to the businesses that expressed interest in receiving dedicated support In addition to communicating the benefits of receiving support, to be confirmed in consultation with CTS, the invitation will include the terms of agreement between the business and CTS, which clearly articulates expectations of each business, such as <ul style="list-style-type: none"> - attending at least 1 <i>themed</i> group training session - participating in regularly scheduled calls with CTA, including an initial consultation - developing / expanding products or experiences - participating in piloting processes and a soft launch of LTT - making and tracking recommended changes On a first-come first-served basis, businesses will be asked to confirm their interest via email as well as sign and return the terms of agreement by a specified date* As a contingency, CTA will compile a list of businesses that received the invitation but did not express interest and/or return the terms of agreement; to be reached out to if space is available <p>*CTA personnel will be available to businesses for any questions related to the terms of agreement</p>	0.5	1	-	1	Jan 2020
Scheduling and coordinating initial consultations	<ul style="list-style-type: none"> Once participation is confirmed, CTA will work to schedule an initial (telephone) consultation with each business (see Phase 4) 	-	-	-	2	early-Feb 2020
Focussed desk research	<ul style="list-style-type: none"> In anticipation of the initial consultations, CTA will conduct secondary research into all businesses (up to 35) that signed and return the terms of agreement Particular attention will be paid to reviewing existing agri-food products / experiences, and exploring opportunities to develop or expand products / experiences 	1	2	-	4.5	Feb 2020

Schedule A – Scope of Work

	<ul style="list-style-type: none"> All data collected will be compiled into one spreadsheet or document, to be shared with CTS Observations will then be packaged into 1-page food tourism profile of each business, to inform initial consultations 					
Outputs	<ul style="list-style-type: none"> Summary of notes taken during partners briefing meeting Summary of findings from analysis and needs assessment Signed terms of agreement between food tourism businesses and CTS Food tourism profile of each business (up to 35) 					
Outcomes	<ul style="list-style-type: none"> Stronger alliance with strategic partners Insight into industry sentiment and common / shared needs Up to 25 businesses that want to develop a new agri-food product / experience Up to 10 businesses that want to expand their agri-food product / experience 					
Subtotal		3	6	1	10	
Phase 4: Food Tourism Training and Capacity Building						
Group training - planning and preparation	<ul style="list-style-type: none"> Based on the common / shared industry needs identified in the previous phase, CTA will select up to 2 themes for group training sessions* CTA will then plan and prepare for the delivery of 4 (2-3 hr) themed group training sessions (2 French, 2 English) As part of the process, CTA will work with partners to set dates, times, and locations, and organize logistics for each session Based on the questionnaire results, CTA will support CTS in preparing and sending out invitations for each session, as well as managing RSVPs All the materials required to ensure the sessions are a success will be prepared in advance, including but not limited to the following: <ul style="list-style-type: none"> - facilitators' guides - presentations - handouts - tools and/or resources - post-session questionnaire - other, as identified Partners may also be invited to present at each session to share relevant information and resources <p>* In addition to the themed sessions, CTA will deliver 2 group training sessions (1 French, 1 English) on online sales and marketing, with a</p>	1.5	2	-	3	Feb 2019

Schedule A – Scope of Work

	particular focus on e-commerce and web presence (see Phase 6)					
Initial business consultations (telephone)	<ul style="list-style-type: none"> CTA will facilitate a first meeting with each of the businesses that confirmed interest in receiving dedicated support (up to 35) During this meeting and using the 1-page food tourism profiles as a guide, CTA will share findings from the desk research on each business in discussion Discussion around potential products or experiences to develop / expand, respectively, will also take place CTA will also work to set objectives with each business for the dedicated support 	4.5	3	-	2	early-Mar 2020
Development of work plans	<ul style="list-style-type: none"> Building upon objectives set during the initial consultations, CTA will prepare a draft work plan for each business Work plans will include activities to complete towards developing or expanding an agri-food product or experience in time for the soft launch (see Phase 7) Work plans will be shared with each business for review and comment, and feedback will be incorporated into a finalized version 	1	3	-	3	Mar 2020
Group training - delivery (in-person)	<ul style="list-style-type: none"> No less than 2 CTA personnel will deliver 4 (2-3 hr) themed group training sessions (2 French, 2 English) in different locations Any data / feedback gathered during these sessions, including results from the post-session questionnaire, will be compiled and analyzed before being shared with CTS 	2	3.5	-	3.5	early-Apr 2020
Development sessions (in-person)	<ul style="list-style-type: none"> Businesses receiving dedicated support, (who are expected to participate in at least 1 themed group training session) will be invited to a group meet-and-eat lunch immediately following each session, to be organized with support from CTS As part of the lunch, businesses will have the opportunity to network with their peers They will also be asked to share their work plan for developing or expanding 	1	1.5	-	1.5	early-Apr 2020

Schedule A – Scope of Work

	<ul style="list-style-type: none"> an agri-food product or experience with the other businesses CTA will provide information on the peer-to-peer product / experience showcase during these lunches (see Phase 7) 					
Outputs	<ul style="list-style-type: none"> Themed group training session materials Business work plans (up to 35) Delivery of 4 themed group training sessions Facilitation of 4 meet-and-eat meetings 					
Outcomes	<ul style="list-style-type: none"> Line of sight on the agri-food products / experiences to be developed or expanded Industry mobilization around collectively enhancing LTT Increased industry solidarity and peer-accountability 					
Subtotal		10	13	-	13	
Phase 5: Product / Experience Development and Expansion						
Ongoing liaison and support (telephone)	<ul style="list-style-type: none"> Through regularly scheduled telephone calls and email correspondence, CTA will provide dedicated support to the businesses (up to 25) working to develop a new agri-food product or experience and the businesses (up to 10) working to expand their agri-food product or experience The work plans developed in Phase 4 will be used to guide the support process, and CTA will design, develop, share tools to assist in the completion of work, as needed Each meeting will be followed-up with an email confirmation of next steps / action items 	9	11	-	9	Mar – May 2020
Planning and preparation for piloting	<ul style="list-style-type: none"> CTA will develop a process for engaging businesses in a peer-to-peer product / experience showcase, designed to allow businesses to present their new or expanded product / experience (or work-to-date) to another business receiving dedicated support CTA will develop a data collection tool for businesses to use when visiting their peers, such as a question set and/or notetaking canvas 	0.5	1	-	1.5	May 2020
Data collection and analysis	<ul style="list-style-type: none"> Over a set period of time, to be determined, businesses receiving dedicated support will share their new or expanded product / experience with one of their peers 	0.5	1.5	-	1	early-Jun 2020

Schedule A – Scope of Work

	<ul style="list-style-type: none"> On each occasion, the visiting business will compile notes and observations using the tool designed by CTA All peer-collected data from the product / experience showcase will be compiled by CTA and analyzed Observations and insights will be included in a summary of the showcase, which may include broad calls to action based on the general findings, and this will be shared with all businesses 					
Final consultation (telephone)	<ul style="list-style-type: none"> CTA will facilitate a final consultation with each business, to reflect on the objectives set at the beginning of the engagement and discuss any outstanding work In advance of the meeting CTA will design and develop a product / experience template to be completed in conversation The template will include questions to support future marketing and promotion of each new or expanded product / experience 	2	4	-	2	late-Jun 2020
Development and submission of product / experience profiles	<ul style="list-style-type: none"> CTA will further develop the templates completed during the final consultation into new or expanded product / experience profiles (up to 35) to be shared with CTS 	1	1.5	1	1.5	early-Jul 2020
Outputs	<ul style="list-style-type: none"> Summary of peer-to-peer product / experience showcase New or expanded product / experience profiles for each business (up to 35) 					
Outcomes	<ul style="list-style-type: none"> Increased industry confidence in developing or expanding products / experiences Increased industry solidarity and peer-accountability 					
Subtotal		12	19	1	15	
Phase 6: Online Sales and Marketing Training						
Group training - planning and preparation	<ul style="list-style-type: none"> CTA will plan and prepare for the delivery of 2 (2-3 hr) group training sessions (1 French, 1 English) on online sales and marketing, with a particular focus on e-commerce and web presence As part of the process, CTA will work with partners to set dates, times, and locations, and organize logistics for each session 	0.5	1.5	2	1.5	Feb 2020

Schedule A – Scope of Work

	<ul style="list-style-type: none"> CTA will also support CTS is preparing and sending out invitations for each session, as well as managing RSVPs All the materials required to ensure the sessions are a success will be prepared in advance, including but not limited to the following: <ul style="list-style-type: none"> facilitators' guides presentations handouts tools and/or resources post-session questionnaire other, as identified Partners may be invited to present at each session to share relevant information and resources 					
Group training - delivery (in-person)	<ul style="list-style-type: none"> Up to 2 CTA personnel will deliver the 2 online sales and marketing sessions in different locations Any data / feedback gathered during these sessions, including results from the post-session questionnaire, will be compiled and analyzed before being shared with CTS 	-	3.5	3.5	-	early-May 2020
Outputs	<ul style="list-style-type: none"> Group training session materials Delivery of 2 group training sessions on online sales and marketing 					
Outcomes	<ul style="list-style-type: none"> Increased industry awareness of online sales and marketing tools / resources Increased industry confidence in communicating their USPs 					
Subtotal		0.5	5	5.5	1.5	
Phase 7: Marketing Support and Soft Launch						
Marketing meeting (teleconference) and ongoing support	<ul style="list-style-type: none"> At a predetermined date / time, CTA will meet with CTS and marketing partners, as identified, to inform decision-making on LTT marketing plans for Year 1 (2020) and Year 2 (2021) CTA will also provide ongoing marketing support to CTS and marketing partners, including but not limited to providing feedback on new and enhanced marketing collateral and Year 1 marketing efforts 	0.5	1	3	1	May – mid-Jul 2020
Development of evaluation framework and tools	<ul style="list-style-type: none"> Working with CTS and partners, CTA will develop an evaluation framework and tools for assessing Year 1 LTT performance as a whole and new and expanded food tourism products / experiences specifically 	0.5	1	0.5	1	Jun 2020

Schedule A – Scope of Work

Implementation meeting (in-person)	<ul style="list-style-type: none"> With support from CTS, CTA will prepare for and deliver a highly-participatory implementation session for the businesses that received dedicated support, and partners At this meeting CTS and / or marketing partners will be invited to present LTT marketing plans, initiatives, and materials for Year 1 (2020) and Year 2 (2021) Businesses will also present their new and expanded product / experience CTA will share specific calls to action for businesses, along with measures of success and tools for collecting performance data 	1	1.5	1	2	mid-Jul 2020
Soft launch (in-person)	<ul style="list-style-type: none"> CTA will support CTS and partners in conceptualizing and preparing for a soft launch of new and expanded LTT food products / experiences As part of the process, CTA will prepare a soft launch concept note It is anticipated this event will take place immediately after the implementation meeting 	0.5	0.5	0.5	0.5	mid-Jul 2020
Outputs	<ul style="list-style-type: none"> Evaluation framework Data collection tools Facilitation / delivery of implementation meeting Soft launch concept note 					
Outcomes	<ul style="list-style-type: none"> Richer inventory of food tourism products / experiences to market and promote Shared understanding of how to collectively market and promote LTT Increased industry solidarity and peer-accountability 					
Subtotal		2.5	4	5	4.5	
Phase 8: Monitoring and Evaluation						
First impressions review	<ul style="list-style-type: none"> CTA will conduct a first impressions review of the new / enhanced LTT website, marketing collateral, and business marketing around new and expanded products / experiences A standardized data collection tool will be used to collect perceptions and feedback CTA will compile an analysis of the data into a first impressions report (3-5 pp) Findings will be used to inform the development of a secret shopping mission, and related data collection 	1	1	3	1	late-Jul – early-Aug 2020

Schedule A – Scope of Work

	tools (e.g. product / experience evaluation form)					
Data collection and analysis	<ul style="list-style-type: none"> With support from CTS and / or partners CTA will organize and manage one or more secret shoppers, who will visit a select number of businesses that received dedicated support* The purpose of the secret shopping mission is to evaluate new or expanded products / experiences, and CTA will develop a data collection tool to collect information that will allow for this CTA will compile data collected from the secret shopping mission into business-specific visitor experience assessments <p>*With support from CTS, CTA will provide secret shoppers with an honourarium, to be confirmed in discussion</p>	0.5	2	-	2	Aug 2020
Business follow-ups (telephone)	<ul style="list-style-type: none"> During a follow-up meeting with each business, CTA will share the results of each visitor experience assessment, along with recommended changes, as necessary 	2	4	-	2	Sep 2020
Outputs	<ul style="list-style-type: none"> First impressions report Data collection tools Visitor experience assessments 					
Outcomes	<ul style="list-style-type: none"> Stronger food tourism value proposition for businesses and for LTT as a whole Increased capacity of LTT businesses to receive food tourists Tried, tested, and truly unique food tourism products / experiences 					
Subtotal		3.5	7	3	5	

The Corporation of the City of Temiskaming Shores

By-law No. 2019-172

Being a by-law to authorize the entering into a Lease Agreement with Dr. Nichole Currie for the rental of space at the Haileybury Medical Centre

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

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

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

Whereas Council considered Administrative Report CS-062-2019 at the November 5, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a lease agreement with Doctor Nichole Currie for the rental of 534 ft² of office space at the Haileybury Medical Center for consideration at the November 5, 2019 Regular Council meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the Mayor and Clerk be authorized to enter into an Agreement with Dr. Nichole Currie for the rental of space at the Haileybury Medical Centre, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 5th day of November, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to

By-law No. 2019-172

Agreement between

The Corporation of the City of Temiskaming Shores

and

Dr. Nichole Currie

for the rental of space at the
Haileybury Medical Center

Lease Agreement

between:

The Corporation of the City of Temiskaming Shores

and:

Dr. Nichole Currie

Lease

Director Corporate Services
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 5th day of November, 2019.

Between:

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

And:

Dr. Nichole Currie
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the **upper level** in the Landlord's Building containing a rentable area of Five Hundred and Thirty-Four square feet (534 ft²) located at 95 Meridian Avenue, City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Ingress and Egress

Together with the right of ingress and egress for the Tenant's employees, servants, agents, customers, and invitees, and the use of parking areas, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

3. Term

To hold the premises for a term commencing on the **1st day of January, 2020** and ending on the **31st day of December, 2029**.

4. Rent

And paying therefore, to the Lessor, subject to the provisions of this Lease, the sum of **Six Hundred and Twenty-Three Dollars and Zero Cents (\$623.00)** per month plus HST, which represents a lease rate of \$14.00/ft²/year. Rent will be increased annually for the duration of the term using two percent (2%) per year.

Rent is payable to the City of Temiskaming Shores and due on the first day of each and every month during the term hereof. Such payment to be mailed to P.O. Box 2050 Haileybury, Ontario P0J 1K0.

And the parties hereto covenant and agree as follows:

5. Tenant's Covenants

The Tenant covenants with the Landlord:

- a) **Rent** - to pay rent;
- b) **Telephone** - to pay when due the cost of the telephone and intercom services supplied to the premises;
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- d) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- e) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- f) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience

to the Tenant, given the private and confidential nature of the profession of the Tenant;

- g) Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- h) Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00 a.m. and 11:00 p.m. during the last month of the term;
- i) Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Landlord that certain equipment is to be installed and to be placed at convenient places as designated by the Tenant;
- j) Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;

6. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) Quiet enjoyment** - for the quiet enjoyment;
- b) Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Landlord on account thereof;
- c) Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- d) Electricity and water** - to pay for the electricity and water supplied to the premises;

- e) **Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned and the desks, tables and other furniture of the Tenant to be dusted, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting to be done daily five days of the week;
- f) **Heat** - to heat the premises;
- g) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;

7. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Tenant may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Tenant's fixtures in or upon the premises, whether placed there by the Tenant or by the Landlord, shall be the Landlord's property without compensation therefore to the Tenant and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Landlord, instead of rebuilding or making the premises fit for the purpose of the Tenant, may at its option terminate this lease on giving to the Tenant within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Tenant is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Tenant shall immediately deliver up possession of the premises to the Landlord;
- c) **Damage to property** - The Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to the employees of the Tenant or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Landlord or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Tenant;

- d) Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfillment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and

covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;

h) Right of re-entry - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;

i) Right of termination by the Tenant

The lease may be terminated for any valid operational reason with the consent of both parties and upon payment of three (3) months rent in lieu of notice.

j) Right of termination by the Landlord

On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises;

k) Non-waiver - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.

l) Over-holding - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy.

m) Arbitration - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons,

one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties fails to appoint an arbitrator for 15 days after the one party has appointed an arbitrator and has notified the other party in writing of the appointment and of the matter in dispute to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the order to a Judge of the District Court of the District of Timiskaming as a *persona designata* to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;

- n) **Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee;
- o) **Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Landlord, to it, at c/o Corporate Services, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice to the Tenant, to the premises and

deposited in one of Her Majesty's post offices in Haileybury, Ontario, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

8. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

9. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Tenant or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

In witness whereof the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed, Sealed and Delivered in the presence of:

The Corporation of the City of Temiskaming Shores

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

Dr. Nichole Currie

Date

Dr. Nichole Currie

Date

Witness Signature
Print Name: _____

The Corporation of the City of Temiskaming Shores

By-law No. 2019-173

Being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special meeting held on November 1,2019 and its Regular meeting held on November 5, 2019

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

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

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the actions of the Council at its Special meeting held on **November 1, 2019** and its Regular meeting held on **November 5, 2019** with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

Read a first, second and third time and finally passed this 5th day of November, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen