



The Corporation of the City of Temiskaming Shores  
Regular Meeting of Council  
Tuesday, May 5, 2015  
6:00 P.M.  
City Hall Council Chambers – 325 Farr Drive

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**Agenda**

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

4. **Approval of Agenda**

*Draft Motion*

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

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

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

*Draft Motion*

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

- a) Regular Meeting of Council – April 21, 2015

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

*7.1 Declaration of Surplus Land – Haileybury Industrial Park*

**Subject Land:** All municipally owned lots in the Haileybury Industrial Park

**Purpose of the Application:** The City of Temiskaming Shores has obtained an opinion of value on all municipally owned lots within the Haileybury Industrial Park and would like to advertise industrial lots available for purchase.

**8. Question and Answer Period**

**9. Presentations / Delegations**

a) Kim BenGuenna, Immigrant Coordinator / Placement Student

**Re:** Placement with the City of Temiskaming Shores

**10. Communications**

a) Alex Regele, Recreation Committee

**Re:** Notice of resignation from Recreation Committee

**Reference:** Received for information

b) Rick Barnum, Chief Superintendent – Ontario Provincial Police

**Re:** Citizen Self Reporting – Reporting of non-emergency incidents

**Reference:** Received for information

c) Fred Gibbons, President and Don Wyatt, Chair – Northern College

**Re:** Leaders of Tomorrow – Entrance Scholarship Campaign – Request for Contribution

**Reference:** Referred to the Corporate Services Committee

- d) John Vanthof, MPP Timiskaming-Cochrane  
**Re:** Constrained MicroFIT and FIT projects on Class 1, 2 and 3 lands – Letter of support  
**Reference:** Received for information
- e) Bridget Schulte-Hostedde, Manager, Community Planning and Development – Ministry of Municipal Affairs and Housing  
**Re:** Sworn Declaration – Official Plan Adoption  
**Reference:** Motion to presented under New Business
- f) Brian J. McCormick, Manager – Hydro One  
**Re:** Installation of Telecommunications Tower – Dymond Transformer Station on Highway 65 West  
**Reference:** Received for information
- g) Ontario Northland  
**Re:** Invitation – Transportation Talk – Wednesday, May 13/15 (6:30 pm to 8:00 pm) Riverside Place  
**Reference:** Received for information

Draft Motion

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

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

Draft Motion

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

- a) Haileybury Food Bank – 1<sup>st</sup> Quarter Report;

- b) Minutes of the Earleton-Timiskaming Regional Airport Joint Municipal Services Board meeting held on March 19, 2015;
- c) Minutes of the District of Timiskaming Social Services Administration Board meeting held on March 4, 2015;
- d) Minutes of the Committee of Adjustment meeting held on March 25, 2015;
- e) Minutes of the Temiskaming Transit Committee meeting held on April 27, 2015.

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

*Draft Motion*

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

- a) Minutes of the Public Works Committee meeting held on April 23, 2015;
- b) Minutes of the Building Maintenance Committee meeting held on April 23, 2015;
- c) Minutes of the Building Maintenance Committee meeting held on April 28, 2015.

**13. Reports by Members of Council**

**14. Notice of Motions**

**15. New Business**

- a) **Memo No. 018-2015-CGP – Sale of 177150 Shepherdson Road – Extension of Condition**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 018-2015-CGP; and

That Council hereby agrees to amend the Agreement of Purchase and Sale between the City and Pronor Developments Limited, for the property

known as 177150 Shepherdson Road, in order to extend the condition of the Purchaser to fulfill a leasing agreement with their tenant (Great Northern Family Health Team) from May 1, 2015 to June 1, 2015.

**b) Memo No. 019-2015-CGP – Third & Final Reading of By-law No. 2015-061 (Amendment to Fence By-law No. 2013-183)**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 019-2015-CGP; and

That Council hereby agrees to consider Third & Final Reading of By-law No. 2015-061.

**c) Notice of Decision – Sworn Declaration – Adoption of the City of Temiskaming Shores’ Official Plan**

Draft Motion

Whereas the Ministry of Municipal Affairs and Housing (MMAH) has issued a Sworn Declaration, MMAH File No. 54-OP-148925, in regards to the Official Plan for The Corporation of the City of Temiskaming Shores; and

Whereas MMAH has advised the City that its Official Plan, adopted by By-law No. 2014-040 and modified by the Minister in a decision dated March 20, 2015, is hereby approved and came into force and effect on April 13, 2015.

Now therefore be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of correspondence from the Ministry of Municipal Affairs and Housing dated April 22, 2015; and

That Council further acknowledges and confirms that the City’s Official Plan, as modified by the Minister of Municipal Affairs and Housing, came into force and effect on April 13, 2015.

**d) Administrative Report No. CGP-022-2015 – École Publique des Navigateurs Expansion**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-022-2015;

That Council declines to provide a letter of support to Conseil scolaire public du Nord-Est de l'Ontario's as requested to purchase 10-12 acres of land from the Agricultural Research Institute of Ontario (ARIO) for expansion purposes as the property is designated Agricultural Research Facility in the City's Official Plan and not compatible with the Official Plan designation; and

That Council encourages Conseil scolaire public du Nord-Est de l'Ontario and other area school boards to work collaboratively to explore the option of multi-board co-occupancy of schools in compliance with Ministry of Education initiatives.

**e) Administrative Report No. CGP-024-2015 – PDAC 2016**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-024-2015;

That Council approves the Contract Change Order to By-law No. 2014-191 of \$15,000 in order for Markey Consulting to finalize the 2015 PDAC marketing;

That Council directs staff to submit a funding application to FedNor in support of the 2016 PDAC Northern Ontario Mining Showcase; and

That Council approves, in accordance to Section 3.5 a) of the City's Purchasing Policy, entering into an agreement with Markey Consulting to coordinate the Northern Ontario Mining Showcase events in 2016, 2017 and 2018 pending funding approval from Fed Nor.

**f) Administrative Report No. CGP-025-2015 – Naturallia 2015 - Sudbury**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-025-2015;

That Council approves the City's participation in Naturallia 2015 (November 11-13, 2015) and the attendance of the Economic Development Officer at the event; and

That Council agrees to enter into a partnership agreement with Naturallia 2015 appointing the Economic Development Officer as the Head of Delegation for Temiskaming Shores area.

**g) Administrative Report No. CGP-026-2015 – Amendments to Traffic and Parking By-law No. 2012-101**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-026-2015;

That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-101 (Traffic By-law) for consideration at the May 19, 2015 Regular Council meeting; and

That Council directs staff to provide Public Notice of Council's intent to amend the Traffic By-law to restrict parking on the East side of Paget Street effective June 1, 2015.

**h) Administrative Report No. CS-016-2015 – BIA Business Development Internship**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-016-2015; and

That Council directs staff to prepare the necessary by-law to enter into a Funding Agreement with Her Majesty the Queen in Right of Canada to provide support of up to \$31,500 towards the hiring of a Business Development Coordinator Intern for the New Liskeard Business Improvement Area for consideration at the May 5, 2015 Regular Council meeting.

**i) Administrative Report No. PPP-004-2015 – Appointment of Deputy District Chief – Dymond Station**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-004-2015; and

That Council hereby appoints Gaston Beaubien as Volunteer Deputy District Chief to the Temiskaming Shores Fire Department in accordance with the *Volunteer Firefighter Hiring and Promotional Policy*.

**j) Memo No. 006-2015-PW – Waste Recovery – Full Producer Responsibility**

*Draft Motion*

Whereas municipalities have no control over the form of Municipal Solid Waste that is generated from packing and products that enter their jurisdiction; and

Whereas municipal taxpayers bear more than 50% of the cost of waste disposal and recycling of packing and printed paper in the waste stream, which products are increasingly complex, multi-material and expensive to recycle, reclaim or dispose of; and

Whereas the Minister of the Environment and Climate Change has committed to replacing the current waste diversion legislation, but has not yet introduced replacement legislation to the legislature; and

Whereas producer responsibility provides that the producers be responsible for 100% of the costs of certain designated wastes for full cost end-of-life management for such products and packaging; and

Whereas waste is a valuable resource; and

Whereas producer responsibility would provide considerable savings to the City of Temiskaming Shores' residents and grow the local economy as producers innovate to reduce waste, develop more easily recyclable packaging and work with municipalities on better ways to collect and process it; and

Whereas increased recycling and reclamation could add 13,000 good, high-quality jobs in Ontario and contribute more than \$1.5 billion every year to Ontario's economy;

Therefore be it resolved that the City of Temiskaming Shores calls on the Ontario Government to introduce legislation to replace the *Waste Diversion Act* with a system based on full Producer Responsibility, ensuring that producers are responsible for 100% of the end-of-life costs of designated waste and that producers need to work with the municipal sector on those Producer Responsibility programs that affect the municipal integrated waste management system so that municipalities are fairly compensated for services provided to manage designated waste that enters the municipal system.



**k) Memo No. 007-2015-CS – Acquisition of two (2) Transit Buses**

Draft Motion

Whereas the Temiskaming Transit Committee has been exploring various options for the replacement of transit buses; and

Whereas the Temiskaming Transit Committee at adopted Recommendation No. TC-2015-015 at its April 27, 2015 meeting recommending the sole source procurement of two (2) 35 foot low floor accessible transit buses from New Flyer as represented by Girardin Blue Bird; and

Whereas the Purchasing Policy for the City of Temiskaming Shores being By-law No. 2009-012, as amended, more specifically Section 3.5 a) of Schedule “A” states in part that any Contract where a Bid Solicitation has been restricted to a single source of supply and the Total Acquisition Cost of such good, service or construction exceeds \$20,000 is subject to Council approval;

Now therefore be it resolved that the Council for the City of Temiskaming Shores hereby approves the purchase of two (2) 35 foot low floor accessible transit buses from New Flyer as represented by Girardin Blue Bird at an upset limit of \$683,356 plus applicable taxes as well as specialized tooling for proper maintenance at an upset limit of \$22,437.29 plus applicable taxes; and

Furthermore that Council hereby directs staff to prepare the necessary by-law to enter into an agreement with New Flyer as represented by Girardin Blue Bird for the acquisition of two (2) 35 foot low floor accessible transit buses for consideration at the May 19, 2015 Regular meeting of Council.

**l) Administrative Report No. PW-016-2015 – Accessible Upgrades – Pool/Fitness Centre**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-016-2015;

That as outlined in Section 3.5 of By-law No. 2009-012 (Purchasing Policy) Council approves the award of the contract to Norwin Contracting for the accessible upgrades at the pool and fitness centre, as detailed in Request for Quotation PW-RFQ-001-2015 for a total upset limit of \$104,800.00 plus applicable taxes; and

That Council directs Staff to prepare the necessary by-law to enter into an agreement for the said contract for consideration at the May 19, 2015 Regular Council meeting.

**m) Administrative Report No. PW-017-2015 – Tender Award – Supply, Mix and Stockpile Winter Sand**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-017-2015;

That as outlined in Section 3.5 of By-law No. 2009-012 (Purchasing Policy) Council approves the award of the 2015 Supply, Mix and Stockpile of Winter Sand contract to *Miller Paving Limited* in the amount of \$ 84,150.00 plus HST; and

That directs Staff to prepare the necessary by-law and agreement for the said contract for Council's consideration at the May 5, 2015 Regular Council meeting.

**n) Administrative Report No. PW-018-2015 – Award – Supply and Application of Liquid Calcium Chloride**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-018-2015;

That as outlined in Section 3.5 of By-law No. 2009-012 (Purchasing Policy) Council approves the award of the 2015 Supply and Application of Liquid Calcium Chloride contract to *Pollard Highway Products Ltd.* in the amount of \$ 47,243.04 plus HST; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with *Pollard Highway Products Ltd.* for the supply and application of Liquid Calcium Chloride for consideration at the May 5, 2015 Regular Council meeting.

**o) Administrative Report No. PW-019-2015 – Emergency Watermain Repair Work – McDonough Heights**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-019-2015;

That as outlined in Section 2.20 of By-law No. 2009-012 (Purchasing Policy), being the definition of “Emergency” and Section 4.23 “Emergency Purchases”, Council authorizes the completion of the McDonough Heights Emergency Watermain Repair / Relocation work;

That Council approves the award of the emergency repair work to *Pedersen Construction (2013) Inc.* in the amount of \$ 68,200.00 plus applicable taxes; and

That Council directs Staff to prepare the necessary by-law and agreement for consideration at the May 5, 2015 Regular Council meeting.

**p) Administrative Report No. PW-020-2015 – Emergency Storm Sewer Repair Work – 182 Pine Street West**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-020-2015;

That as outlined in Section 2.20 of By-law No. 2009-012 (Purchasing Policy), being the definition of “Emergency” and Section 4.23 “Emergency Purchases”, Council authorizes the Emergency Storm Sewer Repair work at 182 Pine Street West;

That Council approves the award of the emergency repair work to *Pedersen Construction (2013) Inc.* in the amount of \$ 62,700.00 plus HST; and

That Council directs Staff to prepare the necessary by-law and agreement for consideration at the May 5, 2015 Regular Council meeting.

**q) Administrative Report No. PW-021-2015 – Emergency Sanitary Sewer Main Repair Work – Rebecca Street**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-021-2015;

That as outlined in Section 2.20 of By-law No. 2009-012 (Purchasing Policy), being the definition of “Emergency” and Section 4.23 “Emergency Purchases”, Council authorizes the Emergency Sanitary Sewer Main Repair work on Rebecca Street;

That Council approves the award of the emergency repair work to *Pedersen Construction (2013) Inc.* in the amount of \$ 74,680.00 plus HST; and

That Council directs Staff to prepare the necessary by-law to enter into an agreement for consideration at the May 5, 2015 Regular Council meeting.

**r) Administrative Report No. PW-022-2015 – Purchase of two (2) new Sanders**

*Draft Motion*

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-022-2015;

That as outlined in Section 3.5 of By-law No. 2009-012 (Purchasing Policy) Council approves the purchase of two new single axle sanders from Freightliner – North Bay, as detailed in Request for Tender PW-RFT-001-2015, for a total upset limit of \$ 349,958.00 plus applicable taxes; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the May 5, 2015 Regular Council meeting.

**s) Administrative Report No. PW-023-2015 – Submission of Application for Funding - Continuous Improvement Fund (CIF)**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-023-2015; and

That Council authorizes staff to submit an Expression of Interest / Application for Phase 2 of the City's Promotion and Education Campaign related to the Enhanced Recycling Program to the Continuous Improvement Fund (CIF).

**t) Administrative Report No. RS-013-2015 – Monument to salute Shannen's Dream**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-013-2015;

That Council endorses the provision of a site for the monument to salute Shannen Koostachin – “Shannen’s Dream”; and

That Council directs staff to consult with Jules Koostachin for the selection of a preferred site and provide a recommendation for consideration at the May 19, 2015 Regular Council meeting.

**16. By-laws**

*Draft Motion*

Be it resolved that:

By-law No. 2015-093      Being a by-law to amend By-law No. 2013-052 (Building Permit Fees for Accessible Upgrades)

By-law No. 2015-094      Being a by-law to amend By-law No. 2013-052 (Building Permit Fees - Non-compliance/Orders)

By-law No. 2015-095      Being a by-law to enter into an agreement with the Municipality of Charlton/Dack for the acceptance of recyclable materials at the Spoke Transfer Station on Barr Drive

By-law No. 2015-096      Being a by-law to enter into an agreement with Product Care Association for Phase 1 materials (paints and coatings) collected as part of the Municipal Hazardous and Special Waste (Orange Drop Collection Event)

By-law No. 2015-097      Being a by-law to enter into an agreement with Miller Paving Limited for the supply, mixing and stockpiling of Winter Sand at various locations within the City of Temiskaming Shores

- By-law No. 2015-098 Being a by-law to enter into an agreement with Pollard Highway Products Limited for the supply and application of Liquid Dust Suppressant at various locations in the City of Temiskaming Shores
- By-law No. 2015-099 Being a by-law to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry – FedNor for funding assistance towards hiring of a Business Development Coordinator Intern for the New Liskeard Business Improvement Area
- By-law No. 2015-100 Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for Emergency Repairs to the McDonough Heights Watermain
- By-law No. 2015-101 Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for Emergency Repairs to the Storm Sewer Infrastructure located at 182 Pine Street West
- By-law No. 2015-102 Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for Emergency Repairs to the Sanitary Sewer infrastructure located on Rebecca Street
- By-law No. 2015-103 Being a by-law to enter into an agreement with the Township of Chamberlain for acceptance of recyclable materials at the Spoke Transfer Station on Barr Drive
- By-law No. 2015-104 Being a by-law to enter into an agreement with Frieghtliner (North Bay) for the supply and delivery of two (2) single axle sanders with under mount plows

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2015-061      Being a by-law to amend By-law No. 2013-183 (Fence By-law)

By-law No. 2015-093;

By-law No. 2015-095;

By-law No. 2015-096;

By-law No. 2015-097;

By-law No. 2015-098;

By-law No. 2015-099;

By-law No. 2015-100;

By-law No. 2015-101;

By-law No. 2015-102;

By-law No. 2015-103;

By-law No. 2015-104;

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

**17. Schedule of Meetings**

- a) Regular Meeting of Council – Tuesday, May 19, 2015 at 6:00 p.m.
- b) Regular Meeting of Council – Tuesday, June 2, 2015 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. 2015-105 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 **May 5, 2015** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2015-105 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**21. Adjournment**

Draft Motion

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

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen





**The Corporation of the City of Temiskaming Shores**  
**Regular Meeting of Council**  
**Tuesday, April 21, 2015**  
**6:00 P.M.**  
**City Hall Council Chambers – 325 Farr Drive**

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**Minutes**

**1. Call to Order**

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

**2. Roll Call**

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

Also

Present: Christopher W. Oslund, City Manager  
David B. Treen, Municipal Clerk  
Doug Walsh, Director of Public Works  
Tammie Caldwell, Director of Recreation  
Shelly Zubyck, Director of Corporate Services  
Karen Beauchamp, Director of Community Growth and Planning  
James Franks, Economic Development Officer

Regrets: None

Media: Diane Johnston, Temiskaming Speaker  
Bill Buchberger, CJTT

Members of the Public Present: 11

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

Additions:

**Under Item 10 – Communications add:**

- j) Nancy P. Smith, Coordinator, Code Development – Ministry of Municipal Affairs and Housing

**Re:** Code Change Request – Plastic Shelters

**Reference:** Received for information

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

- g) Under Section 239 (c) of the Municipal Act, 2001 – Proposed Disposition of Land by a Local Board – Earlton-Timiskaming Regional Airport Municipal Services Board

Revisions:

**Under Item 15 – New Business**

- c) Memo 014-2015-CGP – CJTT Lifestyles Trade Show 2015

The table for the sale of Burning Permits to be revised as follows:

<b>Burning Permits</b>	<b>Lifestyle Price</b>	<b>Regular Price</b>
New Permit	\$ 20	\$ 30
Permit Renewal	\$ 10	\$ 20

**4. Approval of Agenda**

Resolution No. 2015-266

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

**Carried**

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

None.

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

Resolution No. 2015-267

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 – April 7, 2015
- b) Special Meeting of Council – April 16, 2015

**Carried**

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

*7.1 Accessible Upgrades – Building Permit Fees*

**Purpose of the Meeting:** To permit public input into the proposed building fees for accessible upgrades.

Mayor Kidd indicated that the purpose of this public meeting is to present to Council and the public details related to proposed Building Permit Fee changes in relation to construction projects related to enhancing accessibility and allow the public to provide comments on the proposed changes prior to Council making a decision.

Mayor Kidd declared the meeting open and requested the Director of Community Growth and Planning, Karen Beauchamp to outline the details of the proposed changes.

Director of Community Growth and Planning, Karen Beauchamp outlined that amendments to the building fees are proposed to reduce the cost of applications for renovations required to make homes accessible for persons living with disabilities to a flat rate of \$50 which would be refunded upon final inspection. Karen indicated that renovations may include a ramp or lift, widening entrances and interior doorways or modification to washrooms and kitchens to accommodate persons living with disabilities.

Mayor Kidd thanked Karen for her presentation and inquired if anyone in the public would like to speak to the issue. No comments from the public, Mayor Kidd inquired if any members of Council had any comments in regards to this issue.

With no comments Mayor Kidd declared that the public meeting was closed.

## *7.2 On-Street Accessible Parking Space Locations*

**Purpose of the Meeting:** To permit public input into the proposed relocation and/or addition of On-street Accessible Parking Spaces.

Mayor Kidd indicated that the purpose of this public meeting is to present to Council and the public details related to proposed amendments to On-Street Accessible Parking Spaces and allow the public to provide comments on the proposed changes prior to Council making a decision.

Mayor Kidd declared the meeting open and requested the Director of Community Growth and Planning, Karen Beauchamp to outline the details of the proposed changes.

Director of Community Growth and Planning, Karen Beauchamp outlined that in 2013 Building Committee staff and members of the Temiskaming Shores Accessibility Advisory Committee attended and reviewed all of the accessible parking spaces within the city. In 2014 improvements were made on city owned facilities (i.e. Arenas, Riverside Place, etc.) and new spaces were added and made regulation size. Karen indicated that in 2015 they are looking at the on-street spaces with the following recommendations:

Re-locate the following accessible parking spaces:

- Armstrong St in front of Not So Naked Designs relocated south in front of Ramsay Law Office (closer to more businesses);
- Whitewood Ave in front of the Post Office relocated further east (current location is often blocked);
- Main St beside Fit for Pets relocate further east in front of the Tri-Town Bowling Lanes;
- Whitewood Ave in front of Light Denture Clinic relocated to start at the “No Parking from Here to Corner” sign;

Add new accessible parking spaces in the following locations:

- Whitewood Ave in front of CML HealthCare Lab;
- Armstrong St in front of the Rainbow Kitchen;

- Sutherland Way in front of Place Ste. Marie;
- Ferguson Ave in front of QJS Apartments (formerly Roy's Restaurant);
- Lakeview Ave in front of the North Cobalt Post Office.

Karen indicated that public notice garnered two e-mail submissions which will be taken into consideration with Public Works Department, subsequently the Advisory Committee will review the matter with a recommendation coming back to Council.

Karen further indicated that any modifications will require an amendment to the Traffic and Parking by-law.

Mayor Kidd thanked Karen for her presentation and inquired if anyone in the public would like to speak to the issue. No comments from the public, Mayor Kidd inquired if any members of Council had any comments in regards to this issue.

Councillor Jelly inquired if an accessible parking space would be installed at the new location for the Light Denture clinic. Karen indicated that there has been no decision on that location as staff is awaiting confirmation from the owner as to whether he will have off-street parking or not.

With no further comments Mayor Kidd declared that the public meeting was closed.

## **8. Question and Answer Period**

None.

## **9. Presentations / Delegations**

- a) Larry Craig, Lisa Vendermeer, Diana Wabi - Farmer's Market

**Re:** Waterfront Project – Farmer's Market Structure

Larry Craig, President of the Farmer's Market assisted by Diana Wabi and Lisa Vendermeer utilizing a powerpoint to make a presentation to Council. Larry outlined that the Farmer's Market has been in existence since 1988 and continues to contribute to the economy and are a member of the Ontario's Farmer's Market.

Currently they have 45 registered vendors and a waiting list of vendors that cannot be accommodated due to space restrictions with a weekly customer base of approximately 1,000 including a breakfast.

In order to qualify, from a Health Unit perspective, as a Farmer's Market there is a requirement to have a 51% Producer based market, which they use to set the criteria to be part of the Temiskaming Farmer's Market.

Larry outlined that they have 36 stalls indoor spaces available and are currently all booked up, thus any new vendors cannot be accommodated or are placed outdoors. This is the main reason to have a building specific to the Farmer's Market. Based on the FedNor Application the city indicated that *"a permanent-seasonal Farmers Market facility will promote the continued growth of the downtown sector, and support existing retail investment while supporting agri-business, artisans and cultural tourism efforts. The existing Farmers Market operates from a municipal hall, which limits the time producers can sell their products. The construction of a facility would create a dedicated space to enable local producers to sell products for longer hours and on various days of the week."* A permanent facility would attract permanent vendors and allow proper setup (fridge/freezer) for the entire season without hauling equipment in and out weekly.

Larry inquired as to the City's position to date regarding the establishment of a permanent building based on grant monies allocated as the last minutes of the Building Maintenance Committee held on March 24, 2015 indicates non support for the construction of a new building for the Farmers Market group. Larry is recommending that the Farmer's Market be directly involved in the planning of a permanent facility for the Riverside Farmer's Market, be consulted and provide valued input and directly involved in any decisions regarding the \$350,000 grant.

Mayor Kidd thanked Mr. Craig for his presentation and subsequent to Council deliberation it was agreed that a Special meeting of the Building Committee be held on Tuesday, April 28, 2015 at City Hall specific to this issue.

## **10. Communications**

- a) Alan Spacek, President – Federation of Northern Ontario Municipalities  
**Re:** Permanency of Northern Industrial Electricity Rate Program permanent  
**Reference:** Received for information
  
- b) Provincial Land Tax Reform Office – Ministry of Finance  
**Re:** Provincial Land Tax Rate Review

**Reference:** Referred to the City Manager and Treasurer

- c) Honorable Michael Chan, Minister – Ministry of Citizenship, Immigration and International Trade

**Re:** Lincoln M. Alexander Award 2015 – Young Ontarians contributing to the elimination of racial discrimination

**Reference:** Referred to the Senior Management Staff

- d) AMO Councillor Training – Association of Municipalities of Ontario

**Re:** Meeting Series Course - May 1, 2015 – Temiskaming Shores

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

- e) Alan Spacek, President – Federation of Northern Ontario Municipalities

**Re:** State of the North Summit in Toronto held April 2, 2015

**Reference:** Received for information

- f) Jocelyne Maxwell, Executive Director – Centre de santé communautaire du Témiskaming

**Re:** Invitation - 11<sup>th</sup> Edition Lunch hour walk – Thursday, May 7<sup>th</sup>, 2015.

**Reference:** Received for information

- g) Honourable Glen Murray, Minister – Ministry of the Environment and Climate Change

**Re:** OGRA/ROMA Delegation Meeting – Waste Diversion and Recycling

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

- h) Shelly Loach, President – Temiskaming Pleasure Horse Club

**Re:** Walmart Local Matching Grants program – Request for Application Sponsor

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

i) Amy Vickery-Menard, Clerk-Treasurer – Township of Evanturel

**Re:** Support for minimum annual allocation for employment of Drainage Superintendent

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

j) Nancy P. Smith, Coordinator, Code Development – Ministry of Municipal Affairs and Housing

**Re:** Code Change Request – Plastic Shelters

**Reference:** Received for information

Resolution No. 2015-268

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

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

**Carried**

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

Resolution No. 2015-269

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

a) Minutes of the Timiskaming Board of Health meeting held on March 4, 2015;

b) Minutes of the Temiskaming Shores Accessibility Advisory Committee meeting held on April 15, 2015;



- c) Minutes of the Temiskaming Shores Public Library Board meeting held on March 19, 2015.

**Carried**

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

### Resolution No. 2015-270

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

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

- a) Minutes of the Recreation Committee meeting held on March 9, 2015;
- b) Minutes of the Building Committee meeting held on March 24, 2015;
- c) Minutes of the Public Works Committee meeting held on March 24, 2015;
- d) Minutes of the Protection to Person and Property Committee meeting held on April 15, 2015;

**Carried**

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

Councillor McArthur outlined that he attended, as Deputy Mayor, on April 11, 2015 the Northern College Open House for incoming students and the residence. Mike outlined at the open house the variety of amenities within the area.

Councillor Whalen indicated that FONOM attended the State of the North summit in Toronto in early April. The summit was different in that this invitation was from the Empire Club, basically the financial district of Toronto. They inquired as to what the obstacles were to development in the North and what our growth plan was.

Councillor Hewitt outlined that she had the opportunity to attend the Northern Ontario Service Delivery Association (NOSDA) through DTSSAB. The primary focus was investing in what works in the north; as a result it was determined that it is time to invest in or social infrastructure and build on the continuity that our natural resources have given to our growth in the north.

Mayor Kidd attended the Earlton Farm show and thanked staff that manned the booths (Enterprise Temiskaming/City of Temiskaming Shores) and reminded everyone that the city will have a booth at this weekends Showtime event and encouraged Councillor to attend.

**14. Notice of Motions**

None.

**15. New Business**

**a) Appointment of Acting Fire Chief – Steve Langford**

Resolution No. 2015-271

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores hereby confirms the appointment of Steve Langford as Acting Fire Chief effective April 10, 2015.

**Carried**

**b) Approval of attendance to the Association of Municipalities (AMO) – The Meeting Series Course**

Resolution No. 2015-272

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores approves the attendance of Mayor Carman Kidd and Councillor Hewitt to the Association of Municipalities (AMO) “The Meeting Series” course scheduled for May 1, 2015 in Temiskaming Shores; and

Further be it resolved that the expenses incurred in attending the said conference be covered in accordance to the Municipal Business Travel and Expense Policy.

**Carried**

**c) Memo 014-2015-CGP – CJTT Lifestyles Trade Show 2015**

Resolution No. 2015-273

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Whereas the City has retained space to participate with a booth at the CJTT Lifestyles 2015 event to be held at the Horne Granite Centre on April 24 and 25, 2015; and

Whereas Enterprise Temiskaming and the Ontario Clean Water Agency (OCWA) has partnered with the City for the event.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby approves the following:

1. Sell Animal Tags at the same reduced rate as to register a dog or cat before February 1, 2015 (By-law No. 2013-051).

Animal Tag	Lifestyle Price	Regular Price
Register a spayed or neutered dog or cat	\$ 10	\$ 20
Register an unfixed dog or cat	\$ 20	\$ 30
Senior Citizen registered fee	50% of above	50% of above

2. Sell Burning Permits at \$10 off the regular price for both renewals and new permits.

Burning Permits	Lifestyle Price	Regular Price
New Permit	\$ 20	\$ 30
Permit Renewal	\$ 10	\$ 20

3. Hold a draw for a Temiskaming Shores golf shirt.

**Carried**

**d) Administrative Report No. PW-014-2015 – 2014 Annual Water Reports**

Resolution No. 2015-274

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-014-2015, more specifically Appendices 01, 02 and 03 being the 2014 Annual Compliance and Summary Reports for the water systems within the municipality in accordance to Schedule 22 of O. Reg. 170/03 being a regulation under the Safe Drinking Water Act;

That Council hereby directs staff:

- To place the 2014 Annual Compliance and Summary Reports in the Water System Binders located at the municipal office (325 Farr Dr.);
- To post the reports on the municipal website; and

- To place an ad in the community bulletin notifying the public of the availability of these reports for public review; and

Further that Council directs staff to forward a copy of Administrative Report PW-014-2015 to the Ministry of Environment, Safe Drinking Water Branch – North Bay for their records.

**Carried**

**e) Administrative Report No. PW-015-2015 – Staffing Request – Operator in Training Co-op Student**

Resolution No. 2015-275

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-015-2015;

That Council hereby approves the hiring of a Co-operative education student from the Environmental Technician Program at Northern College for a 15 week period; and

That Council hereby directs staff:

- To contact Northern College (KL Campus) to recruit candidates for the Co-op position;
- To fill the Co-op position with an Operator in Training Student for the period starting May 11, 2015 to August 21, 2015;
- To provide remuneration at a level outlined in Administrative Report PW-015-2015 for the duration of the placement.

**Carried**

**f) Walmart Local Matching Grants program – Request for Application Sponsor – Temiskaming Pleasure Horse Club**

Resolution No. 2015-276

Moved by: Councillor Whalen

Seconded by: Councilor Laferriere

Whereas the Temiskaming Pleasure Horse Club (TPHC) requires a registered charitable organization to sponsor their application to the *Walmart – Local Matching Grants* program for funding to assist in the

overall club fundraising strategies to assist in the operation of the 2015 TPHC functions.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby agrees to sponsor the Temiskaming Pleasure Horse Club's funding application to the *Walmart – Local Matching Grants* program.

**Carried**

**g) Proclamation – Emergency Preparedness Week 2015**

Resolution No. 2015-277

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Whereas the City of Temiskaming Shores recognizes the importance of Emergency Management in Ontario; and

Whereas Emergency Preparedness Week is an annual event that takes place each year during the first full week of May; and

Whereas the goal of Emergency Preparedness Week is to raise community awareness and the need to prepare for the possibility of an emergency; and

Whereas the safety of our community is the responsibility of each and every one of us and we must prepare now and learn how to secure a strong and healthy tomorrow.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby proclaims the week of May 3-9, 2015 to be **Emergency Preparedness Week** and encourages all citizens to participate in educational activities on emergency preparedness.

**Carried**

**h) Minimum annual allocation of grant for employment of a Drainage Superintendent**

Resolution No. 2015-278

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Whereas the Ministry of Agriculture, Food and Rural Affairs has a grant program for the cost of employing a Drainage Superintendent; and

Whereas a municipality must, prior to February 27 of each year, submit the Grant Allocation Request Form estimating the expenses for employing the Drainage Superintendent; and

Whereas if the actual costs for the employment of the Drainage Superintendent exceeds the estimate the municipality is not eligible for grant funding exceeding the estimate;

Now therefore be it hereby resolved that the Council for the City of Temiskaming Shores petitions the Drainage Section of the Ministry of Agriculture, Food and Rural Affairs to implement a minimum allocation of \$1,500 for small municipalities (population under 15,000); and

Furthermore that a copy of this resolution be sent to Jeff Leal, Minister of Agriculture, Food and Rural Affairs.

**Carried**

**16. By-laws**

Resolution No. 2015-279

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that:

By-law No. 2015-087 Being a by-law to establish Tax Ratios for 2015

By-law No. 2015-088 Being a by-law to provide for the adoption of 2015 Tax Rates for Municipal and School purposes and to further provide penalty and interest for payment in default

By-law No. 2015-089 Being a by-law to adopt optional tools for the purpose of administering limits for the Commercial, Industrial and Multi-residential property classes

By-law No. 2015-090 Being a by-law to establish decrease limits for certain property classes

By-law No. 2015-091      Being a by-law with respect to Water and Sewage Service Rates

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2015-280

Moved by:            Councillor Laferriere

Seconded by:      Councillor Foley

Be it resolved that:

By-law No. 2015-087;

By-law No. 2015-088;

By-law No. 2015-089;

By-law No. 2015-090; and

By-law No. 2015-091;

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

**Carried**

**17. Schedule of Meetings**

- a)      Regular Meeting of Council – Tuesday, May 5, 2015 at 6:00 p.m.
- b)      Regular Meeting of Council – Tuesday, May 19, 2015 at 6:00 p.m.

**18. Question and Answer Period**

Councillor McArthur inquired as the implications of the Connecting Link funding announcement from MTO to the City. Director of Public Works, Doug Walsh outlined that the province committed \$15 Million annually to this new program to assist municipalities with construction and repair costs to roads that connect to their provincial highways. Based on the press release they have recognized 350 km of roadways including 70 bridges of which the City of Temiskaming Shores is not included. Mr. Walsh outlined that the former towns of Haileybury and New Liskeard were removed from the connecting link program several years ago and there are only 77 municipalities that remain as part of the program and does not anticipate that the province would reinstate the former program.

Councillor Jelly was disappointed with the decision as the former Highway 11b is still important enough to use as a detour when there are accidents on Highway 11.

City Manager, Chris Oslund added that as part of the 2015 budget funds have been allocated to upgrade a portion of the former Hwy 11b (Lakeshore Road) totally funded by the municipality.

Councillor McArthur inquired as to the status of Glen Road, Dixon Street, Farah Hill project for reconstruction. Director of Public Works, Doug Walsh outlined that Council had approved the engineering of these sections of roadway in 2013. The engineering was awarded to EXP services and the design is now complete (shovel ready) and based on the magnitude of the project funding assistance would be required; unfortunately other projects were determined to be of a higher priority. Mr. Walsh outlined that Union Gas had to excavate Glen Road to repair a significant leak and by the time they are finished the repairs we will almost have a completely repaved Glen Road, however nice it does not address the underground infrastructure.

Councillor McArthur outlined that he has had inquiries from residents along Bedard Road that trucks are dumping at the lagoon until 11:30 at night. Director of Public Works outlined that he will review the matter with OCWA.

## **19. Closed Session**

### Resolution No. 2015-281

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that Council agrees to convene in Closed Session at 7:30 p.m. to discuss the following matters:

- a) Adoption of the April 7, 2015 – Closed Session Minutes
- b) Adoption of the April 16, 2015 – Closed Session Minutes
- c) Under Section 239 (2) (c) of the Municipal Act, 2001 – Disposition of Land – Haileybury Industrial Park – Confidential Memo 017-2015-CGP
- d) Under Section 239 (2) (c) of the Municipal Act, 2001 – Disposition of Land – Shepherdson Road – Confidential Memo 016-2015-CGP
- e) Under Section 239 (2) (c) of the Municipal Act, 2001 – Disposition of Land – New Liskeard Medical Centre – Confidential Memo 015-2015-CGP



- f) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Human Resources Report
- g) Under Section 239 (c) of the Municipal Act, 2001 – Proposed Disposition of Land by a Local Board – Earlton-Timiskaming Regional Airport Municipal Services Board

**Carried**

Resolution No. 2015-282

Moved by: Councillor Laferriere  
Seconded by: Councillor McArthur

Be it resolved that Council of the City of Temiskaming Shores agrees to rise with report at 8:20 p.m.

**Carried**

**a) Adoption of the April 7, 2015 – Closed Session Minutes**

Resolution No. 2015-283

Moved by: Councillor Jelly  
Seconded by: Councillor Foley

Be it resolved that Council approves the April 7, 2015 Closed Session Minutes as printed.

**Carried**

**b) Adoption of the April 16, 2015 – Closed Session Minutes**

Resolution No. 2015-284

Moved by: Councillor Laferriere  
Seconded by: Councillor Whalen

Be it resolved that Council approves the April 16, 2015 Closed Session Minutes as printed.

**Carried**

**c) Under Section 239 (2) (c) of the Municipal Act, 2001 – Disposition of Land – Haileybury Industrial Park – Confidential Memo 017-2015-CGP**

Council provided direction to staff in closed session.

- d) **Under Section 239 (2) (c) of the Municipal Act, 2001 – Disposition of Land – Shepherdson Road – Confidential Memo 016-2015-CGP**

Council provided direction to staff in closed session.

- e) **Under Section 239 (2) (c) of the Municipal Act, 2001 – Disposition of Land – New Liskeard Medical Centre – Confidential Memo 015-2015-CGP**

Council provided direction to staff in closed session.

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

Council was updated on various Human Resource issues in closed session.

- g) **Under Section 239 (c) of the Municipal Act, 2001 – Proposed Disposition of Land by a Local Board – Earlton-Timiskaming Regional Airport Municipal Services Board**

Council provided direction to staff in closed session.

**20. Confirming By-law**

Resolution No. 2015-285

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2015-092 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special Meeting held on **April 16, 2015** and its Regular Meeting held on **April 21, 2015** be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2015-286

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that By-law No. 2015-092 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**21. Adjournment**

*Resolution No. 2015-287*

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that City Council adjourns at 8:22 p.m.

**Carried**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

## Tammie Caldwell

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**From:** alexregele [alexregele@hotmail.com]  
**Sent:** April-13-15 5:23 PM  
**To:** Tammie Caldwell  
**Subject:** Recreation Committee

Hello Tammie,

I have been thinking of the Recreation Committee and I have decided to resign from the committee.

The committee is great and there are a lot of dedicated and knowledgeable members. When I was appointed to the committee I didn't know exactly what responsibilities would be involved. I have had a great time and have learned from my short time on the committee.

The main reason why I am resigning is that I don't believe I will be interested for the whole 4 years of term so with that said I resign.

Thank you for everything. Have a great meeting this evening.

Alex Regele

Sent from Samsung Mobile



Lincoln M. Alexander Building  
777 Memorial Ave.  
Orillia ON L3V 7V3

Edifice Lincoln M.  
Alexander  
777, avenue Memorial  
Orillia ON L3V 7V3

Telephone/Téléphone:  
Facsimile/Télécopieur:  
File Number/Référence:

(705) 329-6177  
(705) 329-6176  
GOV 3750 00

April 13, 2015

Dear Mayor / Reeve,

On July 7<sup>th</sup>, 2014 the Ontario Provincial Police (OPP) introduced Citizen Self Reporting (CSR), an internet-based reporting system, as an alternate means of reporting non-emergency incidents to police from the traditional phone call to a Communications Centre. Utilizing this system is completely optional and has been introduced as a simple and convenient method to use a computer or mobile device to report specific incidents that are not deemed to be an emergency, or where there are no suspects or no injuries involved.

Since the program was implemented, the OPP has received hundreds of online reports from citizens across Ontario. With this information, police have been able to use these online reports to make linkages to property crime investigations, some of which have led to the arrest and charging of suspect(s).

The OPP is constantly looking for ways to improve efficiencies and increase public safety and we are confident that online reporting has greater potential moving forward now that citizens can report non-emergency incidents anywhere, anytime.

The OPP are collaborating with our municipal partners to promote and support Citizen Self Reporting throughout the province. Citizen Self Reporting will be instrumental in allowing members of the public to report less serious occurrences on their own time. As members of the public engage the Citizen Self Reporting system more frequently, it will permit valuable front line resources to be focused on more serious crimes and community based projects.

Municipalities can assist in supporting this system by posting the enclosed web information on your municipal website. The following link will take you directly to the CSR website:  
<http://www.opp.ca/reporting/>

Community safety and well-being in Ontario is everyone's responsibility. Your ongoing support will make a difference.

Yours truly,

A handwritten signature in black ink, appearing to read "R. W. Barnum", with a long, sweeping underline.

R. W. (Rick) Barnum, Chief Superintendent  
Bureau Commander  
Communications and Technology Services Bureau  
Ontario Provincial Police



# LEADERS OF TOMORROW ENTRANCE SCHOLARSHIP CAMPAIGN

We all desire a sustainable and prosperous future for our families, businesses and communities in northeastern Ontario. To realize this future, we need strong local leaders that are prepared to use their finely-tuned skills for the betterment of the entire region. We must encourage local youth to harness their potential close to home, so that they can grow into the next generation of local leaders and skilled professionals.

That's why youth outmigration is such a significant threat to our continued prosperity. Where will our future leaders and professionals come from when many of our most promising youth are pursuing post-secondary education and career opportunities elsewhere, never to return?

## **WE CAN WORK TOGETHER TO COMBAT THIS TREND.**

We invite you to partner with us and invest in Northern College's Leaders of Tomorrow Campaign. Our goal with this campaign is to raise \$250,000 to create an endowment that will sustain the current level of annual entrance scholarships awarded to students in our region, in perpetuity.

The entrance scholarships provide some of our most promising youth with significant direct incentive to earn a post-secondary education close to home, at Northern College. Every year, we provide these scholarships to a student at each high school and adult learning centre in the Districts of Timiskaming-Cochrane and Timmins-James Bay. The recipients are chosen by their institutions, using the criteria of high academic achievement and demonstrated community involvement.

Recipients can redeem their \$500 scholarship, which helps reduce the cost of their tuition, if they choose to enrol in a full-time Northern College program. For many recipients, this covers nearly 20 per cent of their first-year tuition costs and is a major factor in their decision to stay in the north for their education, and beyond. To better illustrate the impact that entrance scholarships have on local students, we've included first-hand testimonials from prior recipients in this package.

Our best opportunity to retain promising local youth is to encourage them to remain in the north for their studies and careers. We can increase the odds that our homegrown talent will make connections with local employers and blossom into our future leaders if we encourage them to further their education right here in the north. By partnering with us and investing in Northern College's Leaders of Tomorrow Campaign, you will be making a direct impact on the next generation of local leaders and professionals, and the continued prosperity of everyone in northeastern Ontario.

Thank you for your consideration,

**FRED GIBBONS**

*President & CEO, Northern College*

**DON WYATT**

*Chair, Northern College Board of Governors*



In support of Northern College's Leaders of Tomorrow Entrance Scholarship campaign, the following investment commitment will be made:

**Option 1**

A contribution to Northern College in the amount of

\$  to be provided by  (Date)

**Option 2**

A contribution to Northern College will be paid over two years as identified in the table below:

AMOUNT	PROVIDED BY (DATE)
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

All cheques should be made payable to Northern College.

**CONTACT INFORMATION (FOR CORRESPONDENCE, TAX RECEIPTS, ETC.)**

Name  Affiliation/Title   
 Organization   
 Address   
 City  Postal Code   
 Email  Telephone

**SIGNATURE (S)**

Date  Date

PLEASE EMAIL/MAIL COMPLETED FORM TO  
**Nicole Gingras, Development Officer, at [gingrasn@northern.on.ca](mailto:gingrasn@northern.on.ca)**

**Northern College Foundation  
 ATTN: Nicole Gingras  
 P.O. Box 3211  
 Timmins, ON P4N 8R6**

FOR MORE INFORMATION, CONTACT OUR FOUNDATION OFFICE AT 705.235.7210



# ABOUT DEANNA

A LEADER OF TOMORROW

Deanna is a second-year Business Administration – Human Resource Management student at Northern College Timmins Campus, who is originally from Matheson. No stranger to leadership, Deanna was Vice-President of Iroquois Falls Secondary School's student council during her senior year.

**Q: TELL US YOUR STORY! WHAT LED TO YOU APPLYING TO NORTHERN, AND ACCEPTING AN OFFER?**

Originally, I was going to university for Psychology. Late in my Grade 12 year, I changed my mind and decided business was better suited for me. I had heard great things about Northern's business program, and Northern was close to home for me. I loved the idea of a small school where I could be a name, not a number.

**Q: DID YOUR BOARD OF GOVERNORS ENTRANCE SCHOLARSHIP INFLUENCE YOUR CHOICE?**

Of course the Entrance Scholarship influenced my choice! A \$500 bursary is significant for someone who is paying for their own education. If I had the opportunity, I would thank the donors for making my transition to college a little easier. It's really nice to see my hard work and dedication acknowledged by the school I wanted to attend.

**Q: WHAT IS YOUR FAVORITE THING ABOUT STUDYING AT NORTHERN?**

I love studying at Northern because it's a small school with a friendly atmosphere. Your teachers and program coordinators know you by name and it's really easy to get to know your classmates. There are no unfamiliar faces at Northern!

**DEANNA VAN BOMMEL**

Business Administration

Viewbook Cover Model 2015-2016



# ABOUT MEGHAN

A LEADER OF TOMORROW

Meghan is a second-year Social Service Worker student at Northern College Kirkland Lake Campus, who lives in the Kirkland Lake area. Meghan is a strong advocate for ability-related causes, and mentors other students through Northern's First Year Experience Services.

**Q: TELL US YOUR STORY! WHAT LED TO YOU APPLYING TO NORTHERN, AND ACCEPTING AN OFFER?**

I accepted Northern College's offer because I felt that if I studied while still living at home, there was no chance that I wouldn't be successful. My success up to this point has come from my own determination and a rock solid support system. I also wanted to attend Northern because of the small class sizes and the individual attention that is provided to students, in order to ensure their academic success.

**Q: DID YOUR BOARD OF GOVERNORS ENTRANCE SCHOLARSHIP INFLUENCE YOUR CHOICE?**

Yes, the scholarship I received definitely influenced my choice. When I received the scholarship, I felt honoured to be selected. I felt that I was already being made part of the Northern College community.

**Q: IF YOU HAD THE OPPORTUNITY TO SPEAK WITH THE DONORS, WHAT WOULD YOU SAY?**

I would thank them for creating the scholarship and thank them for donating money to the school that now holds such a special meaning to me. I will never forget the life-changing experience I have had at Northern College.

**MEGHAN KENNEY**

Social Service Worker



# ABOUT STEPHANIE

A LEADER OF TOMORROW

Stephanie is a third-year Northern College student enrolled in the Laurentian University Collaborative Bachelor of Science in Nursing program at the Timmins Campus. Stephanie is from the Timmins area, and recently had an opportunity to spend a week learning hands-on in Moosonee and Moose Factory as part of the Northern Rural and Remote Nursing Experience course.

**Q: TELL US YOUR STORY! WHAT LED TO YOU APPLYING TO NORTHERN, AND ACCEPTING AN OFFER?**

I first attended Northern through the College Link program while I was a student at Roland Michener Secondary School. The program was a great opportunity that allowed me to receive my high school diploma while also trying out a few college classes. When I graduated from the program, I was granted the Board of Governor's Entrance Scholarship for any program of my choice.

**Q: DID YOUR BOARD OF GOVERNORS ENTRANCE SCHOLARSHIP INFLUENCE YOUR CHOICE?**

Yes, because the \$500 I was granted paid for a great portion of my first year tuition! If I had the opportunity, I would like to thank the donors for their well-received donation, which has led me onto a path of success and endless opportunity. If it weren't for this scholarship, I could have ended up in a very different place than I am now.

**Q: DID YOU EVER CONSIDER STUDYING OUTSIDE OF THE NORTH? IF SO, WHY DIDN'T YOU?**

I did consider studying somewhere down south, just to get the whole college experience. However, college and university ended up being a time of growing up and maturing into a focused student and adult ready to enter the "real world". This decision has also helped reduce my debt and allowed me to form connections with people in my community that may help lead to future employment.

**Q: DO YOU HAVE ANY WORDS FOR STUDENTS CONSIDERING NORTHERN COLLEGE?**

Personally, I think Northern is a great fit for students already living in Timmins. It is nice to be able to live at home in a familiar environment with support that can help you along with your journey through school, because it isn't always easy. I am now finishing my third year of nursing at Northern's Timmins Campus and couldn't be happier with the decision!

**STEPHANIE BIENIAS**

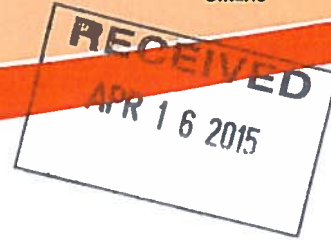
Bachelor of Science in Nursing





**John Vanthof**

MPP/député Timiskaming-Cochrane



April 10, 2015

City of Temiskaming Shores  
Box 2050  
Haileybury Ontario  
POJ 1K0

Dear Mayor Kidd and Council;

Thank you for copying my office regarding the constrained MicroFIT and FIT projects on Class 1, 2, and 3 lands in the City of Temiskaming Shores resolution sent to Minister Jeff Leal of Ontario Ministry of Agriculture & Rural Affairs.

I fully agree with the intent of this resolution and have lobbied the Ministry to correct the situation. I have raised the issue of the "unclassified" designation for lands in Northern Ontario several times in the Legislature and will continue to push the Government for needed amendments.

I appreciate being included in Municipal matters of Provincial importance. If you feel that there is something further which I can assist with regarding this matter, please contact my office at 705-647-5995.

Kindest Regards,

John Vanthof, MPP  
Timiskaming-Cochrane

**Ministry of  
Municipal Affairs  
and Housing**

**Ministère des  
Affaires municipales  
et du Logement**



**Municipal Services Office -  
North (Sudbury)**

159 Cedar Street, Suite 401  
Sudbury ON P3E 6A5  
Telephone: 705 564-0120  
Toll Free: 1 800-461-1193  
Fax: 705 564-6863

Web : [www.mah.gov.on.ca/onramp-ne](http://www.mah.gov.on.ca/onramp-ne)

**Bureau des services aux municipalités  
du Nord (Sudbury)**

159, rue Cedar, bureau 401  
Sudbury ON P3E 6A5  
Téléphone : 705 564-0120  
Sans frais : 1 800 461-1193  
Télécopieur : 705 564-6863

Site Web: [www.mah.gov.on.ca/onramp-ne](http://www.mah.gov.on.ca/onramp-ne)

April 22, 2015

By Email and Regular Mail

Karen Beauchamp, Director of Community Growth and Planning  
City of Temiskaming Shores  
P.O. Box 2050  
325 Farr Drive  
Haileybury ON P0J 1K0

**Attention: Jennifer Pye, Planner**

**Re: Status of Decision on the new City of Temiskaming Shores Official Plan  
MAH File No.: 54-OP-148925**

This letter is further to the Notice of Decision given on March 23, 2015 pursuant to subsection 17(35) of the *Planning Act* with respect to the City of Temiskaming Shores Official Plan.

It is intended to provide you with the status of the decision on the Official Plan pursuant to subsections 17(36) and (38) of the *Planning Act* which pertain to appeals, when decisions become final and when approvals come into effect.

Please be advised that no appeals were received by April 12, 2015. We also advise that all of the City of Temiskaming Shores Official Plan adopted by By-law No. 2014-040, and modified by this Ministry in the Decision dated March 20, 2015 is approved as modified and came into force on April 13, 2015. A sworn declaration confirming this is attached.

Enclosed for your records is a duplicate original copy of the Official Plan, as modified. We have retained an original "Minister's Copy" for our files. Should you have any questions or require additional information, please do not hesitate to contact Kasper Koblauch at 1-800-461-1193, ext. 47128 or at [Kasper.Koblauch@ontario.ca](mailto:Kasper.Koblauch@ontario.ca).

Sincerely,

Bridget Schulte-Hostedde  
Manager, Community Planning and Development  
Municipal Services Office - North

cc: Glenn Tunnock, Tunnock Consulting Inc. (Email Only)

enclosures: City of Temiskaming Shores Official Plan (as modified)  
Sworn Declaration

**SWORN DECLARATION**

**Subsection 17(28) of the Planning Act**

**Applicant:** City of Temiskaming Shores  
**Municipality:** City of Temiskaming Shores  
**MMAH File No.:** 54-OP-148925

I Kasper Koblauch of the City of Greater Sudbury solemnly declare,

1. That notice of the proposed decision in respect of the above-noted matter made on March 20, 2015 was given as required by subsection 17(35) of the Planning Act on March 23, 2015.
2. That no appeal to the Ontario Municipal Board of the decision in respect of the above-noted matter made on March 20, 2015 was received under subsection 17(36) of the Planning Act within the time specified for submitting an appeal.

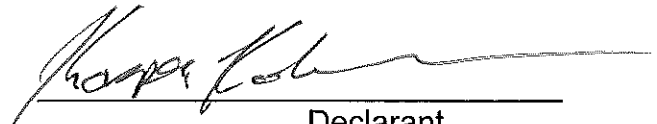
and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Declared before me

at the City of Greater Sudbury

this 22<sup>nd</sup> day of April, 2015

  
\_\_\_\_\_  
Commissioner of Oaths

  
\_\_\_\_\_  
Declarant

Bridget Evelyn Schulte-Hostedde, a Commissioner,  
etc., Province of Ontario, for the Government of  
Ontario, Ministry of Municipal Affairs and Housing.  
Expires June 7, 2015.

**Hydro One Networks Inc.**  
483 Bay Street  
South Tower, 6th Floor  
Toronto, ON M5G 2P5  
www.HydroOneNetworks.com

Tel: (416) 345-6597  
Email: Brian.McCormick@HydroOne.com



**Brian McCormick**  
Manager, Environmental Engineering and Project Support

April 28<sup>th</sup>, 2015

Dear Property Owner,

**Re: Hydro One Telecommunications Pole Notification – Dymond Transformer Station**

As per Industry Canada's requirement, I am writing to inform you that Hydro One Networks Inc. (Hydro One) is planning to construct a telecommunications pole inside the existing 230 kilovolt Dymond Transformer Station, located at 884073 Highway 65 West in the City of Temiskaming Shores. You are receiving this notification because you own property within 100 metres of Dymond Transformer Station.

The planned telecommunications pole will be 26.8 metres in height and is required to provide protection and control of the operation of the Ontario power system network.

The following documents are enclosed in this notification package:

- Appendix A – Hydro One's response to Industry Canada's Technical Requirements
- Appendix B – Location map of Dymond Transformer Station
- Appendix C – Photo simulations of the proposal

Hydro One is following Industry Canada's Default Public Consultation Process as set out in Section 4.2 of the *Radiocommunication and Broadcasting Antenna Systems (CPC-2-0-03, Issue 5, effective July 15, 2014)*.

If you have any questions regarding the planned telecommunications pole, please reply in writing within **30 days**. Any questions or comments can be sent to Natalie Ognibene, Environmental Planner, at [Natalie.Ognibene@HydroOne.com](mailto:Natalie.Ognibene@HydroOne.com).

Regards,

A handwritten signature in blue ink, appearing to read "Brian J. McCormick".

Brian J. McCormick, Manager  
Environmental Engineering & Project Support

cc: Natalie Ognibene, Environmental Planner, Hydro One  
Industry Canada, Eastern and Northern Ontario District Office  
The City of Temiskaming Shores

# **New Liskeard Transportation Talk**

**Wednesday, May 13 from 6:30 to 8 pm  
Riverside Place**



**MOVING FORWARD**

*Transforming to a sustainable, efficient and  
valued leader in transportation.*

Find out more about Ontario Northland's  
Moving Forward Transformation initiatives.  
Provide input, give us your suggestions and  
share with us your transportation needs.

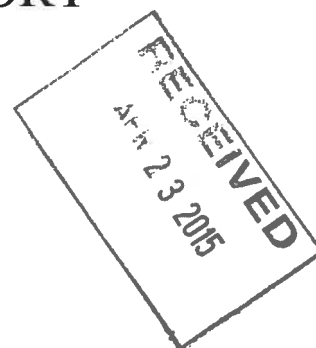
**RSVP by emailing [pr@ontarionorthland.ca](mailto:pr@ontarionorthland.ca)**

# HAILEYBURY FOOD BANK REPORT

MEMO TO: MAYOR CARMAN KIDD & ALL  
COUNCILLORS OF TEMISKAMING SHORES

COPY TO: LIEUTENANTS MARK BRAYE AND NANCY BRAYE,  
SALVATION ARMY

COPY TO: FATHER WAYNE MILLS, TEMISKAMING  
PASTORAL COMMITTEE



FIRST: QUARTER: JAN. FEB. MARCH, 2015

DATE	NUMBER HOUSEHOLDS	NUMBER ADULTS	CHILDREN UNDER 16	NUMBER OF BAGS	EXTRAS
------	----------------------	------------------	----------------------	-------------------	--------

TOILETRIES ALL MONTH:

JAN. 8	9	13	9	100	POTATOES,
JAN. 15	19	30	10	199	CARROTS
JAN. 22	17	21	4	164	PORK CHOPS
JAN. 29	8	13	4	77	CHEESE, EGGS
---	---	---	---	---	

SUB TOTAL: 53                      77                      27              540

FEB. 5	9	15	11	92	<u>HAM, BOLOGNA,</u>
FEB. 12	12	20	7	134	<u>CARROTS</u>
FEB. 19	14	22	2	150	<u>SAUSAGES</u>
FEB. 26,	9	15	3	108	
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SUB TOTAL: 44                      72                      23              484

MARCH 5	12	16	5	131	POTATOES
MARCH 12	11	18	7	116	CHICKENS, EGGS
MARCH 19	8	15	0	100	BANANAS
MARCH 26 <sup>TH</sup>	14	25	4	146	TURKEY OR HAM
---	---	---	---	---	

SUB TOTAL 45                      74                      16              493

TOTALS:      142                      223                      66              1517                      ...2





HAILEYBURY FOOD BANK

VOLUNTEER HOURS

JANUARY, FEBRUARY, MARCH 2015

JANUARY 2015	81 ½	
FEBRUARY 2015	81 ½	
MARCH 2015	114 ¾	THE SPEAKER FOOD DRIVE AT FOOD BANK
		-----
TOTAL:	277 ¾	

RESPECTFULLY SUBMITTED:

THIS 21ST DAY OF APRIL, 2015

*Patricia Wilson*

PATRICIA WILSON, HAILEYBURY FOOD BANK COMMITTEE

C.C. TO: MAYOR CARMAN KIDD & COUNCILLORS

TAMMIE CALDWELL, DIRECTOR, LEISURE SERVICES,  
CAPTAIN NANCY BRAYE, SALVATION ARMY  
FATHER WAYNE MILLS,, TEMISKAMING PASTORAL  
COMMITTEE  
CLAIRE HENDRIKX, TEMISKAMING FOUNDATION  
KELLY KRAMP, CHAIRMAN, TEMISKAMING FOOD ACTION

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

Thursday, March 19th, 2015  
Council Chambers, Township of Armstrong  
Earlton, Ontario

**Attendance:** Marc Robillard, Pauline Archambault, Morgan Carson, Danny Whalen,  
Doug Metson, Barbara Beachey, Bryan McNair, Charlie Codd, Ron Vottero,  
Harold Cameron, Sheila Randell, George Daviau (Armstrong Twp.)

**Regrets:** Debbie Veerman, Ken Laffrenier

**Absent:** Representatives from Cobalt and James Twp.

**1. Welcome - Meeting called to order**

Moved by: Doug Metson

Seconded by: Bryan McNair

BE IT RESOLVED THAT "the meeting of March 19th, 2015, be called to order  
at 7:00 p.m, by Vice-Chairman, Marc Robillard."

Carried

**2. Attendance was taken.**

**3. Approval of Agenda**

Moved by: Bryan McNair

Seconded by: Doug Metson

BE IT RESOLVED THAT "the Agenda be approved as presented."

Carried

**4. Minutes of last Meeting**

Moved by: Doug Metson

Seconded by: Bryan McNair

BE IT RESOLVED THAT "the Minutes of the meeting held February 19th, 2015, be  
adopted as presented."

Carried

**5. Errors or Omissions**

There were no errors or omissions.

**6. Business Arising from the Minutes**

Hours spent on hangar - Harold Cameron presented a report itemizing the hours he has spent looking after hangar checks, repairs, and showings.

Moved by : Pauline Archambault

Seconded by : Bryan McNair

BE IT RESOLVED THAT "the MSB invoice the Twp. of Armstrong for hours spent cleaning up water and escorting technicians for repairs on hangar for a total of 63 hours at Harold's hourly rate.

Carried

Northern Skys - The Agreement between Richard Bailey and ETRA was handed out. Discussion took place on the outstanding amount owing by Mr. Bailey. Harold has talked to Mr. Bailey, who advised that he will be in with a payment soon. The Directors agreed to wait.

**7. Closed Session**

There was no Closed Session.

**8. Committee Reports**

**(i) Finance Committee**

Moved by: Bryan McNair

Seconded by: Doug Metson

BE IT RESOLVED THAT "the report of the Finance Committee for the month of February 2015, be adopted as presented and be attached hereto, forming part of these Minutes."

Carried

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

No Report

**(iii) Human Resources Committee**

No Report

**9. Correspondence**

Moved by: Danny Whalen

Seconded by: Barbara Beachey

BE IT RESOLVED THAT "the Correspondence for February 2015 be filed."

Carried

**10. Manager's Report**

Moved by: Barbara Beachey

Seconded by: Danny Whalen

BE IT RESOLVED THAT "the Manager's Report for the month of February 2015, be adopted as presented, and attached hereto forming part of these Minutes."

Carried

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

No Report

**12. Any Other Business**

Pauline Archambault requested a breakdown on employee benefits, as amounts are not matching the budget forecast. Harold to look into this.

**13. Adjournment**

Moved by: Ron Vottero

Seconded by: Morgan Carson

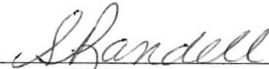
BE IT RESOLVED THAT "this meeting be adjourned - 7:55 p.m. The next meeting will be held April 16th, 2015 at 7:00 p.m. at Armstrong Council Chambers.

Carried

Chair



Secretary





*District of Timiskaming Social Services Administration Board*  
*Conseil d'administration des services sociaux du district de Timiskaming*

**Minutes of the Regular Meeting of the Board**

held on Wednesday, March 4, 2015 at the  
NEOFACS Boardroom, 40 Third Street, Englehart

**PRESENT:** Jim Whipple – Chair; Doug Jelly – Vice-Chair; Fred Deacon; Patricia Hewitt;  
Karen Gerrard; Clermont Lapointe; Norm Mino; Todd Morgan; Tina Sartoretto  
Don Studholme, CAO.

**CALL TO ORDER:** The Regular Meeting of the Board was called to order at 5:35 p.m.

**1.0 DISCLOSURE OF PECUNIARY INTEREST**

None.

**2.0 PETITIONS AND DELEGATIONS**

None.

**3.0 ADDITIONS TO AGENDA / ACCEPTANCE OF AGENDA**

Resolution # 2015-21 MOVED by Fred Deacon and SECONDED by Clermont Lapointe:

**THAT the agenda of the March 4, 2015 regular meeting of the Board be accepted as presented.**

CARRIED

**4.0 ADOPTION OF PREVIOUS MINUTES**

Resolution # 2015-22 MOVED by Doug Jelly and SECONDED by Todd Morgan:

**THAT the minutes of the February 18, 2015 regular meeting of the Board be approved as presented.**

CARRIED

**5.0 BUSINESS ARISING FROM PREVIOUS MINUTES**

Don Studholme gave an update on SAMS and the initiatives that the province are undertaking including the announcement of PriceWaterhouse Cooper as the independent third party advisor.

**6.0 OTHER BUSINESS**

**6.1 2015 DTSSAB Budget as a Whole**

Don Studholme, CAO, presented this item to the Board for approval.

Resolution # 2015-23 MOVED by Todd Morgan and SECONDED by Fred Deacon:

**THAT the Board approve the 2015 budget of \$28,717,686 with a municipal apportionment of \$6,412,330 and unincorporated apportionment of \$1,440,224.**

CARRIED

**6.2 NOSDA Annual Meeting**

D. Studholme informed the Board that the 2015 Annual General Meeting for the Northern Ontario Service Deliverers Association (NOSDA) will take place on April 15-17, 2014 in Thunder Bay and asked that any Board member interested in attending to inform him this week so travel arrangements can be made.

**7.0 ADJOURNMENT / NEXT MEETING**

Resolution # 2015-24 MOVED by Clermont Lapointe and SECONDED by Doug Jelly:

**RESOLVED THAT the Board meeting be hereby adjourned at 5:55 p.m.**

**AND that the next meeting be held on March 25, 2015, in Englehart, or at the call of the Chair.**

CARRIED

Minutes signed as approved by the Board:

  
\_\_\_\_\_  
Board Chair

April 22, 2015  
Date

Recorder: Don Studholme

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

**Meeting Minutes**

Wednesday, March 25, 2015

---

**Present:** Chair: Carman Kidd  
Members: Robert Dodge; Florent Heroux; Angela Hunter; Maria McLean; Suzanne Othmer; Voula Zafiris

**Also Present:** Jennifer Pye, Secretary-Treasurer

**Public:** Gaetan Lacoursiere – Applicant A-2015-01(D)

---

**1. Opening of Meeting**

Resolution No. 2015-01

Moved By: Florent Heroux

Seconded By: Angela Hunter

Be it resolved that the Committee of Adjustment meeting be opened at 1:31 p.m.

**Carried**

**2. Adoption of Agenda**

Resolution No. 2015-02

Moved By: Robert Dodge

Seconded By: Florent Heroux

Be it resolved that the Committee of Adjustment adopts the agenda as printed.

**Carried**

**3. Appointments and Elections**

**3.1 Motion to appoint Jennifer Pye to the position of Secretary-Treasurer in accordance with Section 44(8) of the Planning Act**

Resolution 2015-03

Moved By: Florent Heroux

Seconded By: Maria McLean

Be it resolved that the Committee of Adjustment appoints Jennifer Pye as Secretary-Treasurer of the Committee of Adjustment in accordance with Section 44(8) of the Planning Act, R.S.O. 1990, c. P.13, as amended.

**Carried**

**3.2 Motion of appoint Karen Beauchamp to the position of Assistant Secretary-Treasurer**

Resolution 2015-04

Moved By: Robert Dodge

Seconded By: Florent Heroux

Be it resolved that the Committee of Adjustment appoints Karen Beauchamp as Assistant Secretary-Treasurer of the Committee of Adjustment.

**Carried**



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

**Meeting Minutes**

Wednesday, March 25, 2015

---

**3.3 Motion for Chair Carman Kidd to vacate Chair and for Jennifer Pye, Secretary-Treasurer to conduct election for Chair in accordance with Section 44(7) of the Planning Act**

**Resolution 2015-05**

Moved By: Robert Dodge

Seconded By: Florent Heroux

Be it resolved that the Committee of Adjustment directs Chair Carman Kidd to vacate the Chair; and for Jennifer Pye, Secretary-Treasurer to conduct an election for Chair in accordance with Section 44(7) of the Planning Act, R.S.O. 1990, c. P.13, as amended.

**Carried**

**3.4 Motion to open nominations for Chair**

**Resolution 2015-06**

Moved By: Florent Heroux

Seconded By: Maria McLean

Be it resolved that the Committee of Adjustment directs Jennifer Pye, Secretary-Treasurer, to open nominations for the position of Chair of the Committee of Adjustment.

**Carried**

**3.5 Call for Nominations for Chair**

Florent Heroux nominated Carman Kidd. Robert Dodge seconded the nomination.

Carman Kidd agreed to let his name stand.

No further nominations were put forward.

**3.6 Close Nominations for Chair**

**Resolution 2015-07**

Moved By: Florent Heroux

Seconded By: Suzanne Othmer

Be it resolved that the Committee of Adjustment directs Jennifer Pye, Secretary-Treasurer, to close nominations for the position of Chair of the Committee of Adjustment.

**Carried**

**3.7 Vote**

**3.8 Motion to Confirm the Chair of the Committee of Adjustment**

**Resolution 2015-08**

Moved By: Angela Hunter

Seconded By: Suzanne Othmer

Be it resolved that Carman Kidd has been elected to the position of Chair of the Committee of Adjustment.

**Carried**

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

**Meeting Minutes**

Wednesday, March 25, 2015

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**4. Declaration of Pecuniary Interest**

None

**5. Adoption of Minutes**

Resolution No. 2015-09

Moved By: Angela Hunter

Seconded By: Florent Heroux

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores hereby approves the minutes of the December 17, 2014 Committee of Adjustment Meeting as amended.

**Carried**

**6. Public Hearings**

Chariman Carman Kidd advised that this afternoon a public hearing is scheduled for one (1) minor variance application.

The Planning Act requires that a public hearing be held before the Committee of Adjustment decides whether to approve such applications. The public hearing serves two purposes: first, to present to the Committee and the public the details and background to the proposed applications and, second, to receive comments from the public and agencies before a decision is made.

**6.1 Minor Variance Application A-2015-01(D) Gaetan and Simone Lacoursiere**

The Chair declared the public hearing for Minor Variance Application A-2015-01(D) to be open.

The Chair asked the Planner, Jennifer Pye, to summarize the proposal, provide any additional information that may be relevant and summarize any correspondence received to date regarding this application.

**Subject land:** 140 Colette Street; Plan M274T Lot 15, Parcel 19169SST; Township of Dymond, City of Temiskaming Shores.

**Purpose of the application:** The applicant is seeking relief from the requirements of Zoning By-law 984 as follows:

<b>Provision</b>	<b>Zoning By-law 984</b>	<b>Subject Property</b>
5(2)(f) Building Setback, Flank (minimum)	7.5m (24.6')	1.2m (4')

The applicant is requesting to construct a new 5.5m x 8.5m (18' x 28') workshop along the east property line in roughly the same location as an existing shed which is to be removed. The applicant has indicated that his hobby is woodworking and that he will use the proposed workshop to pursue that hobby.

**Statutory public notice:** The application was received on March 4, 2015 and was circulated to City staff. Notice of a complete application and notice of a public hearing was advertised in the Temiskaming Speaker on March 11, 2015 in accordance with the requirements of the Planning Act. Notice was also mailed to property owners within 60m (200') of the subject land.

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

**Meeting Minutes**

Wednesday, March 25, 2015

---

Jennifer Pye summarized the Planning Report and advised that in her opinion the application meets the four tests for a minor variance as prescribed in the Planning Act and respectfully requested that the Committee approve the application.

The Committee discussed the condition requiring the property owner to enter into an agreement with the City for the maintenance of the privacy fence along the east property line and the requirement for the agreement to be registered on title to the property. Jennifer Pye explained that as the workshop is going to be close to the property line along the road allowance damage is possible from road maintenance operations, and if the road is ever expanded to the full extent of the road allowance the concern would be even greater. The agreement would ensure the fence remains in place. Currently, the fence is required because a pool is present in the backyard, but in the future the fence could be put just around the pool or the pool could be removed and then no fence would be required at all. The agreement would ensure there would always be a barrier between the road and the workshop. The Committee questioned the requirement to register the agreement on title to the property and if a note in the file would be sufficient. The agreement registered on title would ensure that a future owner is aware of the requirement and would be discovered when the lawyers title search the property prior to the sale. Lawyers do not always request compliance letters from the City and as such a note in the file may be missed.

The Committee requested the removal of the condition requiring the owner to enter into an agreement for the maintenance of the privacy fence in perpetuity.

The committee considered the following resolution:

Resolution No. 2014-65

Moved By: Florent Heroux

Seconded By: Suzanne Othmer

**Whereas** the Committee of Adjustment for the City of Temiskaming Shores has considered Minor Variance Application **A-2015-01(D)** as submitted by Gaetan and Simone Lacoursiere for the following lands: 140 Colette Street; Plan M274T, Lot 15; Parcel 19169SST; Township of Dymond;

**And whereas** the applicant is requesting relief from the following sections of Zoning By-law 984, as amended:

- 1) Section 5(2)(f) requires a minimum flank building setback of 7.5m. The applicant is requesting 1.2m;

**And whereas** the Committee of Adjustment for the City of Temiskaming Shores has received the planning report dated March 20, 2015 and has considered the recommendations therein;

**Be it resolved that** the Committee of Adjustment for the City of Temiskaming Shores grant relief from Section 5(2)(f) of Zoning By-law 984 to permit a minimum flank building setback of 1.2m.

**Subject to the following conditions:**

- 1) The approval of the minor variance applies only to the construction of the workshop as proposed in the application.

**For the following reasons:**

In the opinion of the Committee:

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

**Meeting Minutes**

Wednesday, March 25, 2015

---

1. The variance maintains the general intent and purpose of the Township of Dymond Official Plan, as amended;
2. The variance maintains the general intent and purpose of the Township of Dymond Zoning By-law 984, as amended;
3. The variance is desirable for the appropriate development or use of the land, building, or structure;
4. The variance is minor.

**Carried**

The Chair declared the public hearing for Minor Variance Application A-2015-01(D) to be closed.

**7. New Business**

**7.1 2015 OACA Conference Information**

The Committee discussed the OACA Conference being held in Kingston, Ontario from May 31, 2015 to June 3, 2015. Voula Zafiris and Angela Hunter have both attended previous conferences and encouraged other committee members to attend if they could. The City has budget for one Committee member to attend along with the Secretary-Treasurer. Voula Zafiris indicated that she would be interested in attending if none of the other members were available. The Committee agreed that Voula Zafiris should attend the OACA conference.

**8. Unfinished Business**

None

**9. Applications for Next Meeting**

Next meeting: Wednesday, April 29, 2015

**10. Adjournment**

Resolution 2015-11

Moved By: Robert Dodge

Seconded By: Angela Hunter

Be it resolved that the Committee of Adjustment meeting be closed at 2:13pm.

**Carried**

---

Carman Kidd  
Chair

---

Jennifer Pye  
Secretary-Treasurer

## 1.0 Call To Order

The meeting was called to order at 2:37 PM

## 2.0 Roll Call

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Councillor Mike McArthur                     | <input checked="" type="checkbox"/> Chris Oslund, City Manager         |
| <input checked="" type="checkbox"/> Councillor Danny Whalen                      | <input checked="" type="checkbox"/> Candice Bedard, CAO Town of Cobalt |
| <input checked="" type="checkbox"/> Tina Sartoretto – Mayor, Town of Cobalt      | <input checked="" type="checkbox"/> Gary Wadge, Public Works Clerk     |
| <input checked="" type="checkbox"/> Mitch Lafreniere, Manager of Physical Assets |  |
| <input checked="" type="checkbox"/> Councillor Rochelle Schwartz, Town of Cobalt |  |
| <input checked="" type="checkbox"/> Kelly Conlin; Executive Assistant            |  |

## 3.0 Review of Revisions or Deletions to Agenda

- None

## 4.0 Approval of Agenda

Recommendation TC-2015-014

Moved by: Councillor Danny Whalen

Be it recommended that:

The Transit Committee agenda for the April 27, 2015 meeting be approved as printed.

**Carried**

## 5.0 Disclosure of Pecuniary Interest and General Nature

- \_\_\_\_\_

## 6.0 New Business

## **6.1 Procurement of New Transit Buses**

### **Discussion**

Mitch Lafreniere made the committee aware of two (2) 30 foot and two (2) 35 foot low floor accessible transit buses are currently available for a late May/June 2015 delivery date. The buses are fully accessible and manufactured by New Flyer in Minnesota as represented by Girardin of Drummondville, Quebec.

Mitch also provided the committee with a cost of \$341,678.00 per bus (plus HST), as well as \$22,437.29 (plus HST) for the tools required for bus maintenance. Mitch also suggested the committee consider the extended warranty at a cost of \$7,769.25 per bus (plus HST).

Chris Oslund provided the committee with financing options for the purchase of the buses, utilizing current reserves, Provincial gas tax funding, as well as capital leasing. The committee inquired as to what would happen with the existing transit buses, and the consensus was that for the time being, no less than two of the current buses would be retained for the time being. Mitch Lafreniere will be preparing a report for Council's consideration at the next meeting, as will Candice Bedard for the Town of Cobalt Council.

### **Recommendation TC-2015-015**

Moved by: Danny Whalen

Be it recommended that:

The Transit Committee hereby recommends the sole source procurement of two (2) 35 foot low floor accessible transit buses from New Flyer as represented by Girardin Blue Bird.

**Carried**

## **7.0 Next Meeting**

The next meeting of the Transit Committee is scheduled for May 25, 2015 at 2:30 PM

## **8.0 Adjournment**

### **Recommendation TC-2015-016**

Moved by: Councillor Rochelle Schwartz

Be it recommended that:

The Transit Committee meeting is adjourned at 3:30 PM

**Carried**

## 1.0 Call to Order

The meeting was called to order at 10:05 AM

## 2.0 Roll Call

Present:	Mayor Carman Kidd; Councillor Doug Jelly; Christopher Oslund, City Manager; Doug Walsh, Director of Public Works, Steve Burnett, Technical and Environmental Compliance Coordinator; Mitch Lafreniere, Manager of Physical Assets; Jamie Sheppard, Roads Superintendent; Robert Beaudoin, Environmental Superintendent; Kelly Conlin, Executive Assistant
Regrets:	
Others Present:	

## 3.0 Review of Revisions or Deletions to Agenda

- Under New Business:  
9.3 – Drainage Issues – Peter’s Road

## 4.0 Approval of Agenda

Recommendation PW-2015-019

Moved by: Mayor Carman Kidd

Be it recommended that:

The Public Works Committee agenda for the April 23, 2015 meeting be approved as amended.

**Carried**

## 5.0 Disclosure of Pecuniary Interest and General Nature

- Councillor Doug Jelly declared on any matters relating to the Bucke Park water system.

## 6.0 Review and Adoption of Previous Minutes

Recommendation PW-2015-020

Moved by: Councillor Doug Jelly

Be it recommended that:

The Public Works Committee minutes for the March 24, 2015 regular meeting be adopted as printed.

**Carried**

## **7.0 Public Presentations**

### **7.1 Mario Leveille – NorArc Fabricators – Waste Incinerators (12:00 pm – 2:00 pm)**

Mario Leveille of NorArc fabricators provided the committee with information regarding NorArc's waste incinerators units (Thermal Treatment Facility).

## **8.0 Unfinished Business**

### **8.1 Grant Drive at Hwy 65E**

#### **Previous Discussion:**

The purchase is ongoing. The City's solicitor will be setting up a sit down meeting with representatives from Riocan in the near future to ensure the purchase moves forward.

#### **Discussion:**

No update

### **8.2 Asset Management**

#### **Previous Discussion:**

Ongoing. Staff is suggesting sometime in April for a completion date

#### **Discussion:**

The remaining information required on the Asset Management plan is financial and has been added to the next Corporate Services Committee meeting in May.

### **8.3 Wilson/Armstrong Property – Drainage**

#### **Previous Discussion:**

Steve Burnett will follow up with the owner of the property regarding the letter that was sent.

#### **Discussion:**

Jamie Sheppard will follow up.

### **8.4 LED Street Lighting**

#### **Previous Discussion:**

Recommendation PW-2015-016

Moved by: Mayor Carman Kidd

Be it recommended that:



The Public Works committee hereby recommends that staff proceed with the Request for Proposal for replacement of street lighting – converting to LED, as requested as part of the 2015 capital projects budget.

**Carried**

**Discussion:**

The RFP is being prepared and will be ready for release by May 15<sup>th</sup>. Staff will be attending a LED seminar the second week of May and will incorporate any relevant information in our RFP.

8.5 AMEC – New Waste Management Capacity

**Previous Discussion:**

Steve Burnett received an email from Tim at AMEC stating that a closure plan for the Haileybury landfill will have to be submitted to the Ministry prior to its closure. An RFP for the plan will be issued in 2016.

**Discussion:**

Steve Burnett has requested a status update from AMEC in regards to the City's Environmental Assessment. More information will be provided as it comes available.

8.6 Access Control Policy – Entrance Permits

**Previous Discussion**

For the time being, the General Manager of Grant Farms, Jim Bolesworth, will be the City's main contact for entrance permits. A meeting will be set up in the spring.

**Action:** Recommendation PW-2013-040

Moved by: **Doug Jelly**

Be it recommended that:

1. A letter be forwarded to Grant Farms identifying those recently installed entrances that do not comply with By-law 2013-071 either from a safety perspective or that required approval for installation;
2. The letter recommend that those entrances that do not comply with the said by-law from a safety perspective be modified, relocated and/or be removed. In the event entrances are not modified, relocated and/or removed notice is being hereby provided that the City will not assume liability in the event of an incident/accident at any of these entrance locations.
3. The letter indicate that applications for an entrance permit are required for those entrances that have been installed subsequent to the adoption of By-law 2013-071 and failure to submit applications may result in their removal by the City in accordance to provisions of the Access Control Policy.

**CARRIED**

**Discussion:**

Kelly will follow up with our contact at Grant Farms to set up a time in the coming weeks.

8.7 Dymond Business Park – Left Turning Lane/Storm Water Management Pond

**Previous Discussion**

Ongoing – nearing completion

**Discussion:**

Work will continue into the Spring. A change work order is required for the industrial park as they are experiencing some issues with drainage. Rockley Road reconstruction engineering has been received from D.F. Elliott, however may require some modifications with removal of curbs which could result in a cost savings. The work that is to be completed by Canadian Solar will likely happen in 2016.

8.8 Lorne St. and FPT 26 lot Subdivision Update

**Previous Discussion**

Ongoing

**Discussion:**

No update

8.9 Public Works Staff Training

**Previous Discussion**

Doug Walsh reviewed the following items in regards to staff training:

- Two members of the PW staff recently attended leadership training
- Four member of the PW staff are registered for Roads school on May
- Group training to start shortly on surface common core

**Discussion:**

Doug Walsh reviewed the following items in regards to staff training:

- All staff – Book 7 refresher course w/Mark Wilson
- Mandatory water course – 6 staff registered
- NOWWA – CEU requirements – Sault Ste. Marie – 2 will be registered

8.10 Public Works Department Update

**Previous Discussion**

No update

**Discussion:**

- Year-to-date Water breaks – 37
- Recent inspection from the Ministry of Labour – went very well
- Spring Cleaning will be starting shortly
- Pot hole and road repairs will begin after asphalt plant opens

8.11 Build Canada Fund

**Previous Discussion**

No update.

**Discussion:**

No update

8.12 Bucke Park Water System

**Previous Discussion:**

No update

**Discussion:**

Work on water distribution will start around May 4. Staff will also be getting quotes for the pumps, pipes and installation.

8.13 Traffic Detours

**Previous Discussion:**

Recommendation PW-2015-017

Moved by: Councillor Doug Jelly

Be it recommended that:

The Public Works committee hereby recommends that staff precede the establishment of a working group with OPP, MTO and City representation to determine Emergency Detour Routes within the City of Temiskaming Shores.

**Carried**

**Discussion:**

Emergency Detour Routs have been added to the agenda of the next Police Services Board Meeting.

#### 8.14 2015 Roads Program

**Previous Discussion:**

The roads program will be moving forward as planned once construction arrives.

**Discussion:**

Doug Walsh and Steve Burnett have met with representatives from Miller paving regarding the work that will take place in 2015.

#### 8.15 Uno Park Bridge

**Previous Discussion:**

Awaiting further documentation from Twp. of Harley

**Discussion:**

The work on the bridge replacement is going well. Project should be completed by July.

#### 8.17 Pete's Dam Bridge

**Previous Discussion:**

No update

**Discussion:**

Staff is waiting on borehole sampling results prior to starting work.

### 9.0 **New Business**

#### 9.1 Full Solid Waste Management Program

**Discussion:**

Steve Burnett reviewed the following items regarding the full solid waste management program:

- Inspection of recycling bins is underway in effort to reduce contamination
- Upcoming campaign at Lifestyles show
- Awaiting amendments to current By-law prior to issuing fines
- Upcoming changes to the provincial legislation regarding waste diversion

## 9.2 Emergency Repair Work

- 1) Sanitary Sewer Failure – Rebecca St.
- 2) Water Main relocation – McDonough Heights Subdivision
- 3) Storm Sewer Collapse – 182 Pine St.

### **Discussion:**

Doug Walsh reviewed the above noted projects as emergency repair work and provided the committee with pricing to have the work completed. Although these repairs have not been budgeted, there are sufficient funds available in the reserve as well as some funds set aside in the operating budget for emergency repairs. Doug will be preparing a report for Council's consideration at the next Council meeting.

### Recommendation PW-2015-021

Moved by: Councillor Doug Jelly

Be it recommended that:

The Public Works Committee hereby directs staff to proceed with Emergency repairs on the following areas: Rebecca St; Pine St; and McDonough Heights, and further, the Committee direct staff to prepare a report to Council for their information.

**Carried**

## 9.3 Drainage issues - Peter's Road

### **Discussion:**

An upstream land owner's run off is causing significant drainage issues on Peter's Road. Recently, two sections of the road have been washed out. An on-site meeting was held with the drainage superintendent. It was requested that he supply the City with recommendations to address the issue.

## **10.0 Administrative Reports**

None

## **11.0 Correspondence**

None

## 12.0 Closed Session

None

## 13.0 Next Meeting

The next meeting of the Public Works Committee is scheduled for May 26, 2015 in the New Liskeard Board Room (325 Farr Drive – City Hall) to commence at 10:00 AM

## 14.0 Adjournment

Recommendation PW-2015-022

Moved by:

Be it recommended that:

1. The Public Works Committee meeting is adjourned at 2:04 p.m.

**Carried**

### 1.0 **Call to Order**

The meeting was called to order at 2:40 p.m.

### 2.0 **Roll Call**

<b>Present:</b>	Mayor Carman Kidd; Councillor Doug Jelly; Councillor Danny Whalen; Christopher Oslund, City Manager; Doug Walsh, Director of Public Works,; Mitch Lafreniere, Manager of Physical Assets, Kelly Conlin, Executive Assistant
<b>Regrets:</b>	Steve Burnett, Technical and Environmental Compliance Coordinator
<b>Others Present:</b>	

### 3.0 **Review of revisions or Deletions to Agenda**

- **None**

### 4.0 **Adoption of Agenda**

#### Recommendation PW-BL-2015-016

Moved by: Councillor Doug Jelly

Be it recommended that:

The April 23, 2015 Building Maintenance Committee Meeting Agenda be adopted as printed.

Carried

### 5.0 **Review and Adoption of Previous Minutes**

#### Recommendation PW-2015-017

Moved by: Mayor Carman Kidd

Be it recommended that:

The Building Committee Meeting minutes of March 24, 2015, be adopted as printed/ amended.

Carried

### 6.0 **Disclosure of pecuniary interest and general nature**

- **None**

## **7.0 Delegations/Public Presentations**

None

## **8.0 Unfinished Business**

### **8.1 PFC Dehumidification System**

#### ***Previous Discussion:***

Staff has been provided with some training. Finishing work (landscaping) will be completed in the Spring.

#### ***Discussion:***

Mitch Lafreniere reported that the City is still holding back final payment for the system as there are some minor issues with a pump that still have to be resolved.

### **8.2 Marmak**

#### ***Previous Discussion:***

No update

#### ***Discussion:***

Staff is currently looking into funding for an intern for Phase II of this project.

### **8.3 PFC**

#### ***Previous Discussion:***

The concern with the boilers as previously discussed has been resolved with staff rebuilding the two units. This should extend the lifetime of the boilers significantly. There is still the issue of the actual heat exchanger in the front of the facility that needs to be replaced

#### ***Discussion:***

Mitch Lafreniere is currently waiting on a quote for a replacement unit.

### **8.5 Building Division Staff Update**

#### ***Previous Discussion:***

One staff member will be attending a training session in April on refrigeration/condenser units.

#### ***Discussion:***

Interviews for summer students will be starting in a couple weeks.



8.6 Lighting upgrades at Riverside Park

**Previous Discussion:**

No update

**Discussion:**

Ongoing. Mitch Lafreniere is currently looking into LED incentives that may be available through Union Gas.

8.7 Engineering survey for Shoring of Waterfront

**Previous Discussion:**

The administrative report was presented at the last council meeting. Pedersen Construction is hopeful to start work within the next week starting with the removal of the gabion baskets.

**Discussion:**

Pedersen Construction has finished the work required in New Liskeard.

8.8 Replacement of Main dock at NL Marina

**Previous Discussion:**

The dock construction is nearly complete and will be placed in the marina (on ice) once they are ready.

**Discussion:**

All the new docks are now in place at the New Liskeard marina. The project is ongoing and on schedule. Work on the electrical component will be completed within the next couple weeks, as well as the card swipe system installation.

8.9 Implementation of Fleet maintenance management software

**Previous Discussion:**

No update

**Discussion:**

No update

8.10 305 Farr Drive Hlby South Marina, Leisure Services

**Previous Discussion:**

No update

**Discussion:**

No update

8.11 Library Services Review

**Previous Discussion:**

On-going

**Action Item:** The Building Maintenance Committee hereby requests that staff undertake a Building Review including all municipally owned buildings with the exception of Water/Sewer facilities. Criteria: age/usage/physical structure/rentals and public usage.

**Discussion:**

On going

8.12 DFO / City property off Main street, Haileybury

**Previous Discussion:**

No update

**Discussion:**

No update

8.13 Murray Daniels Park, Leisure Services

**Previous Discussion:**

Mitch had an inquiry as to the possibility of relocating the one building that is located at Murray Daniels. Staff will investigate.

**Discussion:**

On going

8.14 285 Whitewood

**Previous Discussion:**

No update

**Discussion:**

Staff has determined that due to the delay in the sale of the building, the roof will have to be re-shingled.

8.15 Green Energy Plan

**Previous Discussion:**

There will be a follow-up meeting scheduled with stakeholders in the upcoming months. The municipality will also be discussing conservation of municipal energy at the upcoming CJTT lifestyles tradeshow.

**Discussion:**

The City will be promoting the green energy plan at the upcoming Lifestyles show, as well as, will be scheduling a stake holders meeting in the near future.

#### 8.16 Haileybury Arena Stairs

**Previous Discussion:**

Staff has installed temporary supports for the time being. EXP will be back on site today and will provide the City with a final design and cost for repair.

**Discussion:**

Mitch Lafreniere has received a drawing and cost estimate from EXP services. Work could start as early as next week.

#### 8.17 Fleet Replacement Plan

**Previous Discussion:**

Mitch Lafreniere informed the committee of a 20-year replacement plan that he is currently working for all municipal vehicles. Mitch will be meeting with Public Works staff in the near future to determine current versus future vehicle needs in the department.

**Discussion:**

Mitch Lafreniere reviewed the following information in regards to the 2015 fleet replacement:

- RFT for two sanders has been released. 4-month delivery
- RFP for the water/sewer service van - May 14/15
- RFP for two standard pickup trucks – June delivery

#### 8.18 Farmer's Market

**Previous Discussion:**

The committee reviewed the options that have been provided to staff and the members of the Farmers Market in regards to moving forward with a suitable location.

**Discussion:**

A meeting has been scheduled for Tuesday, April 28, 2015 with the Farmers Market Group.

### 9.0 **New Business**

#### 9.1 Entrance Signs - Follow-up

**Discussion:**

Mitch Lafreniere made the committee aware of the theft of the solar panel that was attached to our Highway 11 (south) entrance sign. Mitch is currently waiting for a replacement quote. There are also large pieces of granite falling off the sign. Mitch has contacted Lauzon's regarding this issue.

### 10.0 **Administrative Reports**

- Accessible Upgrades – Pool Fitness Centre – May 5<sup>th</sup> Council meeting
- Two sander trucks – Public Works – May 5<sup>th</sup> Council meeting

**11.0 Closed Session**

None

**12.0 Next Meeting**

The next meeting of the Building Maintenance Committee will be scheduled for:

Date: April 26, 2015

Time: 2:30 PM

**13.0 Adjournment**

Recommendation PW-BL-2015-018

Moved by: Councillor Doug Jelly

Be it recommended that:

The Building Maintenance Committee, be hereby adjourned at 3:45 PM

Carried

## **1.0 Call to Order**

The meeting was called to order at 10:00 AM

## **2.0 Roll Call**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Mayor Carman Kidd                                   | <input checked="" type="checkbox"/> Chris Oslund, City Manager              |
| <input checked="" type="checkbox"/> Councillor Doug Jelly                               | <input checked="" type="checkbox"/> Doug Walsh, Director of Public Works    |
| <input checked="" type="checkbox"/> Councillor Danny Whalen                             | <input checked="" type="checkbox"/> Tammie Caldwell, Director of Recreation |
| <input checked="" type="checkbox"/> Mitch Lafreniere, Manager of Physical Assets        |   |
| <input checked="" type="checkbox"/> James Franks, Economic Development                  |   |
| <input checked="" type="checkbox"/> Kelly Conlin, Executive Assistant                   |   |
| <input checked="" type="checkbox"/> Larry Craig, Representative – Farmer’s Market       |   |
| <input checked="" type="checkbox"/> Dianna Wabi, Representative – Farmer’s Market       |   |
| <input checked="" type="checkbox"/> Tim Vandermeer, Representative – Farmer’s Market    |   |
| <input checked="" type="checkbox"/> Lisa Vandermeer, Representative – Farmer’s Market   |   |
| <input checked="" type="checkbox"/> Denise Vesterfelt, Representative – Farmer’s Market |   |
| <input checked="" type="checkbox"/> Jessica Visser, Representative – Farmer’s Market    |   |

## **3.0 Review of revisions or Deletions to Agenda**

- None

## **4.0 Adoption of Agenda**

Recommendation PW-BL-2015-019

Moved by: Councillor Doug Jelly

Be it recommended that:

The April 28, 2015 Building Maintenance Committee Meeting Agenda be adopted as printed.

CARRIED

## **5.0 Disclosure of pecuniary interest and general nature**

- None

## **6.0 Delegations/Public Presentations**

- None

## **7.0 New Business**

### **7.1 Farmer's Market Discussion**

#### ***Discussion:***

Mayor Carman Kidd opened the meeting by asking the Farmer's Market representatives what their needs and wants were in regards to a permanent structure. Larry Craig showed the committee a conceptual drawing that had been made approximately 25 years ago, but more or less outlined what the group was looking for with the exception of the space being slightly larger.

Doug Walsh provided the group with various locations in the vicinity of the New Liskeard waterfront that may be suitable for a permanent structure. The consensus with the group was to look further at the parking lot area located near the tennis courts as there is water/sewer nearby.

Larry Craig suggested that for the time being, perhaps a shell could be constructed, and if more funding becomes available, the Farmers Market Group could secure funding for expansion on the basic shell.

Tammie Caldwell suggested that regardless of where the structure may go, a public consultation should occur relatively soon.

The group discussed various ideas in regards to structure type, flooring, heating, parking, internal booth pace and the possibility of having overhang on the structure for outdoor vendors.

#### **Recommendation PW-BL-2015-020**

Moved by: Councillor Doug Jelly

Be it recommended that:

The Building Maintenance Committee hereby recommends that staff proceed with the plotting and preliminary conceptual drawings of a 60 x 100 foot structure for the Farmers Market Group, located at the east side of Wellington Street, south of Cedar Avenue in New Liskeard.

CARRIED

## **8.0 Adjournment**

#### **Recommendation PW-BL-2015-021**

Moved by: Mayor Carman Kidd

Be it recommended that:

The Building Maintenance Committee, be hereby adjourned at 10:52 AM

CARRIED



## Memo

**To:** Mayor and Council  
**From:** Karen Beauchamp, Director Community Growth and Planning  
**Date:** May 5, 2015  
**Subject:** Sale of 177150 Shepherdson Road – Extend time to meet Condition  
**Attachment:** Amendment to Agreement of Purchase and Sale

---

Mayor and Council:

On January 20, 2015 Council entered into an Agreement of Purchase and Sale with Pronor Developments Limited for 177150 Shepherdson Road which is the proposed future location of an office for the Great Northern Family Health Team. The closing date is June 30, 2015.

One of the conditions of sale was the Buyer executing a lease agreement with the Great Northern Family Health Team and The Ministry of Health whereas the Buyer will construct an office building of approximately 10,000 square feet for the Tenants. The Buyer had until May 1, 2015 to verify that the financial covenant of the Tenant is satisfactory to the Buyer.

As of May 1, 2015, the Buyer has not executed a lease agreement with the Great Northern Family Health Team and the Ministry of Health. Therefore they are requesting an extension to June 1, 2015 to meet this condition. The Buyer advises that they are very close to signing an agreement and he believes that a 30 day extension is sufficient.

The City has two options as follows: (1) Grant an extension as requested or (2) Force the Buyer to waive this condition. Staff recommends that Council grant the extension as it will not affect the closing date of June 30, 2015. A copy of the Amendment to the Agreement of Purchase and Sale is attached.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

---

Karen Beauchamp, MCIP, RPP, CMO  
Director of Community Growth  
and Planning

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Christopher W. Oslund  
City Manager

# Amendment to Agreement of Purchase and Sale

Form 120 for use in the Province of Ontario

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**BETWEEN BUYER:** Pronor Developments Limited .....

**AND SELLER:** City of Temiskaming Shores .....

**RE:** Agreement of Purchase and Sale between the Seller and Buyer, dated the 19th ..... day of December ....., 20 14 .....

concerning the property known as 177150 Sheperdson Road .....

Temiskaming Shores ..... as more particularly described in the aforementioned Agreement.

**The Buyer(s) and Seller(s) herein agree to the following Amendments to the aforementioned Agreement:**

The Buyer and Seller agree to amend the fulfilment date of Leasing condition in the above notes Agreement of Purchase and Sale to June 1st 2015.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



**IRREVOCABILITY:** This Offer to Amend the Agreement shall be irrevocable by Buyer until 4:00pm on the 14 day of May, 2015, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

**All other Terms and Conditions in the aforementioned Agreement to remain the same.**

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:  
 (Witness) ..... **Pronor Developments Limited** (Seal) DATE .....  
 (Witness) ..... (Buyer/Seller) (Seal) DATE April 30 / 15  
 (Buyer/Seller)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:  
 (Witness) ..... (Buyer/Seller) (Seal) DATE .....  
 (Witness) ..... (Buyer/Seller) (Seal) DATE .....

The Undersigned Spouse of the Seller hereby consents to the Amendments hereinbefore set out.  
 (Witness) ..... (Spouse) (Seal) DATE .....

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Amendment to Agreement with all changes both typed and written was finally accepted by all parties at..... this.....day of....., 20.....  
 (Signature of Seller or Buyer)

**ACKNOWLEDGEMENT**

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.  
 (Seller) ..... DATE.....  
 (Seller) ..... DATE.....  
 Address for Service..... Tel.No. ....  
 Seller's Lawyer.....  
 Address.....  
 Email.....  
 Tel.No. .... FAX No. ....

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.  
 (Buyer) ..... DATE.....  
 (Buyer) ..... DATE.....  
 Address for Service..... Tel.No. ....  
 Buyer's Lawyer Robert Lucenti  
 Address 373 Main Street West, North Bay ON P1B 2T9  
 Email lucenti@loellp.ca  
705-472-9500  
 Tel.No. .... FAX No. ....



**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2015-061**

**Being a by-law to amend By-law No. 2013-183, being  
a by-law to regulate Fences and to Repeal By-law  
No. 2007-168 and all Amendments made thereto**

**Whereas** Section 10(2) 10 of the Municipal Act S.O. 2001, c.25, authorizes Council to pass by-laws respecting structures, including fences and signs;

**And whereas** Section 10(2) 6 of the Municipal Act S.O. 2001, c.25, authorizes Council to pass by-laws respecting the health, safety and well-being of persons;

**And whereas** Section 427(1) of the Municipal Act, 2001 provides that a municipality may proceed to do things at a person's expense, which that person is otherwise required to do under a by-law or otherwise has failed to do;

**And whereas** adopted By-law No. 2013-183 being a by-law to regulate Fences and to Repeal By-law No. 168 and all amendments made thereto on February 18, 2014;

**And whereas** Council considered Memo 006-2015-CGP at the March 17, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2013-183, as amended to incorporate Short Form Wording and Set Fines for consideration of first and second reading at the March 17, 2015 Regular Council meeting and directed staff to undertake a public consultation process prior to submitting for 3<sup>rd</sup> and final reading;

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

1. That By-law No. 2013-183, as amended be further amended by adding Appendix 6 – Set Fines, a copy identified as Schedule “A” hereto attached and forming part of this by-law.
2. That this by-law shall come into force and take effect on the date of its final passing.
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 this by-law and schedule as may be deemed necessary after passage of this by-law.

**Read a first and second time** this 17<sup>th</sup> day of March, 2015.

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

**Read a third time and finally passed** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

**Appendix 6**  
**By-law No. 2013-183**  
**Being a by-law to Regulate Fences**

**Part 1 – Provincial Offences Act**  
**Set Fines**

	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
<u>Item No.</u>	<u>Short Form Wording</u>	<u>Provision Creating or Defining Offence</u>	<u>Set Fine</u>
1.	Construct a swimming pool without a valid swimming pool fence permit.	Sch. A Sec. 5.9.2	\$300.00
2.	Place water in a swimming pool without a swimming pool fence.	Sch. A Sec. 5.9.3	\$300.00
3.	Construct a swimming pool without enclosing the area with a temporary swimming pool fence.	Sch. A Sec. 5.9.4	\$300.00

**Note:** the penalty provision for the offences listed above is Section 9.12 of By-law No. 2013-183, a certified copy of which has been filed.

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**Subject:** École Publique des Navigateurs  
Expansion

**Report No.:** CGP-022-2015  
**Agenda Date:** May 5, 2015

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### **Attachments**

None

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-022-2015;
2. That Council declines to provide a letter of support to Conseil scolaire public du Nord-Est de l'Ontario's as requested to purchase 10-12 acres of land from the Agricultural Research Institute of Ontario (ARIO) for expansion purposes as the property is designated Agricultural Research Facility in the City's Official Plan and not compatible with the Official Plan designation; and
3. That Council encourages Conseil scolaire public du Nord-Est de l'Ontario and other area school boards to work collaboratively to explore the option of multi-board co-occupancy of schools in compliance with Ministry of Education initiatives.

### **Background**

On April 7, 2015, Mr. Roch Gallien, the Director of Education for Conseil scolaire public du Nord-Est de l'Ontario made a presentation to Council regarding the proposed expansion of École Publique des Navigateurs. The expansion would allow the French public elementary school to provide additional daycare spaces and add a secondary school.

It is the Board's preference to expand the school at the existing location on Hesse Street in New Liskeard. The elementary school and daycare currently operate on approximately 4 acres of land. The Board proposes to purchase an additional 10 – 12 acres from the Agricultural Research Institute of Ontario (ARIO).

Part of the land sale process from ARIO requires the purchaser to obtain a letter of support from the local municipal Council. At the April 7, 2015 meeting, Council passed Resolution No. 2015-231 acknowledging Mr. Gallien's presentation and referring the matter to the Director of Community Growth and Planning.

### **Analysis:**

The Director of Community Growth and Planning referred the request for a letter of support to the Agriculture, Rural Affairs and Natural Resources Committee for their consideration and recommendation to Council.

The Committee met on April 29, 2015 and discussed the presentation made to Council on April 7, 2015 regarding the success of École Publique des Navigateurs in the community and the demonstrated need to expand the daycare and add a secondary school, as well as the historical and current use of the land and the policies in the City of Temiskaming Shores Official Plan which was recently approved by the Ministry of Municipal Affairs and Housing. The Committee considered the requirement to balance the educational needs of the community with the agricultural needs.

Following the discussion, the Committee decided to uphold the Official Plan policies and passed the following resolution:

Resolution No. ANR-2015-005

Moved by: Jesse Foley      Seconded by: Simone Holzamer

Whereas the Agriculture, Rural Affairs and Natural Resources Committee discussed Conseil scolaire public du Nord-Est de l'Ontario's request to purchase 10-12 acres of land from Agricultural Research Institute of Ontario (ARIO) in order to expand École publique des Navigateurs elementary school and daycare, as well as build a secondary school;

And Whereas the City of Temiskaming Shores Official Plan which was approved with modifications by the Minister of Municipal Affairs and Housing on March 20, 2015 designates this property as "Agricultural Research Facility;"

And Whereas Section 4.13 of the Official Plan provides the reasoning for the designation as well as the policies related to the Agricultural Research Facility Designation as follows:

**4.13 Agricultural Research Station**

- 1. An existing Agricultural Research Facility is located within the settlement area of the former Town of New Liskeard as identified on Schedule 'C'. The Agricultural Research Facility has been established in New Liskeard for many years and is an integral facility for research, collaboration, innovation and environmental stewardship related to agriculture and agricultural production and processing in Northern Ontario.*
- 2. **Policies:** On lands designated Agricultural Research Facility, the permitted uses are agriculture uses and associated research and other related uses. In addition, education, ancillary commercial (i.e. market gardens, road-side produce sales), agricultural events (i.e. trade shows, agricultural affairs), and other related public uses (i.e. public/community gardens) and accessory uses may be permitted where they do not alter the predominantly agriculture-research related nature of the Agriculture Research Facility.*

And Whereas, the Official Plan policies do not permit an elementary school, daycare and secondary school because they are not agriculture-research related uses;

Be it resolved that, the Agriculture and Rural Affairs Committee recommends to Council that they do not support the request from Conseil scolaire public du Nord-Est de l'Ontario

for a letter of support in order to purchase land from the Agricultural Research Institute of Ontario (ARIO) to expand École Publique des Navigateurs onto property that is designated Agriculture Research Facility in the City's Official Plan.

### **Alternatives**

No alternatives were considered.

### **Financial / Staffing Implications**

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

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

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

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

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Karen Beauchamp, MCIP, RPP, CMO  
Director of Community Growth  
and Planning

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Christopher W. Oslund  
City Manager



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**Subject:** PDAC 2016

**Report No.:** CGP-024-2015  
**Agenda Date:** May 5, 2015

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**Attachments:**

**Appendix 01:** PDAC 2015 Report

**Appendix 02:** Markey Consulting – Contract Change Order

**Appendix 03:** Phase 2 Fed Nor Funding Application

**Appendix 04:** 2016 – 2018 Markey Consulting Service Proposal

**Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-024-2015;
2. That Council approves the Contract Change Order to By-law No. 2014-191 of \$15,000 in order for Markey Consulting to finalize the 2015 PDAC marketing;
3. That Council directs staff to submit a funding application to FedNor in support of the 2016 PDAC Northern Ontario Mining Showcase; and
4. That Council approves, in accordance to Section 3.5 a) of the City's Purchasing Policy, entering into an agreement with Markey Consulting to coordinate the Northern Ontario Mining Showcase events in 2016, 2017 and 2018 pending funding approval from Fed Nor.

**Background**

The City of Temiskaming Shores has been the lead agency for the Northern Ontario Mining Showcase for the past 2 years. The event has been a huge success and continues to grow. The City coordinated an offsite event held at the Steam Whistle Brewery during the PDAC 2014 event. This year, the Northern Ontario Mining Showcase was able to access floor space inside PDAC 2015 and we had a 5,800 square foot exhibit which was the largest at the event.

Markey Consulting was hired through By-law No. 2014-191, as amended as the event coordinator for both years' activities due to their years of knowledge of working in the mining supply sector and also with the many connections in both industry partnerships and funding agency organizations.

**Analysis**

The PDAC 2015 Northern Ontario Mining Showcase was a huge success. We had the largest and most professional looking display at the 2015 event. Thousands of attendees came through our exhibit as well as Provincial M.P.P.'s and Federal M.P.'s

including the Ontario Minister of Northern Development & Mines, Michael Gravelle and the Federal Minister of Natural Resources, Greg Rickford. Both of these individuals brought with them a media frenzy which brought even greater attention to the exhibit.

The City's project with FedNor runs until June of 2015 and still has remaining funds to be spent on marketing the project for future years. The steering committee, made up of economic development staff from Kapuskasing, Cochrane, Elk Lake, Hearst, Fort Frances and Temiskaming Shores, as well as some FedNor staff has proposed that we have some representation at two spring mining shows to garner greater awareness of the Showcase.

The Steering Committee has requested that Markey Consulting send staff to represent the Northern Ontario Mining Showcase at the Canadian Institute of Mining event in Montreal in early May and the Mining Expo event to be held in Timmins at the end of May. These costs can be covered by the existing FedNor marketing budget, however the City Treasurer needs the approval of Council to change the existing contract with Markey Consulting in order to pay for attendance and travel to these events. It is anticipated that the costs to attend these two shows will cost less than \$15,000, therefore staff is requesting that Council provide approval for a change order to the Markey Consulting Services Proposal in that amount. The original proposal is attached as Appendix 02 and did not include the costs of attending these two additional events.

The final report for the PDAC 2015 Northern Ontario Mining Showcase is attached as Appendix 01. Reading through the report, you will understand that this event will continue to grow and assist mining supply and service businesses from across Northern Ontario. Of the 55 businesses represented at this year's event, 12 were from South Temiskaming.

Due to the success of the 2015 event, FedNor staff have suggested that it would be beneficial to continue with this program. For that reason, the Phase 1 application was submitted to ensure that FedNor was still supportive. The City has now passed the Phase 1 process and has been asked to submit a more detailed Phase 2 application. The application is attached as Appendix 03. The application is very similar to the 2015 request except we have asked to expand the exhibit slightly to enable 10 more businesses to be able to participate.

With respect to the event coordinator, Markey Consulting, there was nothing but praise from all exhibitors and levels of government for the professional look of the exhibit and the work required to get 55 businesses from across the North into one coordinated exhibit space. Although this is a significant service contract, the Steering Committee and City staff recommend that Council continue to work with Markey Consulting as the event coordinator for the next three years so that we can continue to build the event.

Section 3.5 a) of Schedule "A" of the Purchasing Policy for the City of Temiskaming Shores (By-law No. 2009-012) states in part that any Contract where a Bid Solicitation has been restricted to a single source of supply and the Total Acquisition Cost of such good, service or construction exceeds \$20,000 is subject to Council approval.

Markey's connections within the mining supply and service industry in the north are excellent and they have put on these types of events for other levels of government in the past and are now being courted to provide similar services to the MineExpo 2016 event in Las Vegas. It is recommended that Council approves entering into a contract, being Appendix 04 with Markey Consulting for the 2016-2018 PDAC events in accordance to the Purchasing Policy.

The Northern Ontario Night which was held at Steam Whistle Brewery on Monday, March 1, 2015 was a great success. Over 400 invited guests participated in the 3 hour event on Monday evening following the closing of the PDAC exhibit for the day. The cost of this event is not covered by the FedNor funding, but is paid through the support of various municipal and business partners. Each partner is asked to provide a sponsorship of \$500 - \$750. Any shortfall in funding is covered by the PDAC reserve as set up in 2014.

### **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 City's financial contribution to the 2016 event will be the same as in 2015. We will include \$5,000 within the 2016 Municipal Budget process as the City's partnership in the event. The overall budget of the event is \$410,000; however this will be covered by FedNor (\$380,000) and the partner businesses (\$30,000).

### **Alternatives**

There were no alternatives 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"

James Franks  
Economic Development  
Officer

Karen Beauchamp, MCIP, RPP, CMO  
Director of Community Growth  
and Planning

Christopher W. Oslund  
City Manager



# 2015 Northern Ontario Mining Showcase

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## Project Report

City of Temiskaming Shores

4/2/2015

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## 1.0 Executive Summary

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The second annual Northern Ontario Mining Showcase was held from Sunday March 1 through Wednesday March 4, 2015 as part of the Prospectors and Developers Association of Canada's (PDAC) 2015 convention. With significant support from FedNor, the pavilion project was coordinated by a collaborative partnership of Northern Ontario communities and organizations. The goal was to provide a unique opportunity to northern Ontario mining supply and service companies to promote their products and services to an international audience.



### Quick Facts

<b>Event Name</b>	<b>2015 Northern Ontario Mining Supply Showcase</b>
<b>Date</b>	<b>March 1-4, 2015</b>
<b>Location</b>	<b>Metro Toronto Convention Centre</b>
<b>Number of Exhibitors</b>	<b>56</b>
<b>Number of SME Exhibitors</b>	<b>50</b>
<b>Number of Exhibiting Organization</b>	<b>5 + Northern Showcase Committee</b>
<b>Number of Partners</b>	<b>6</b>

## 2.0 About the Project

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### 2.1 Goals and Objectives

The overall goal of the project was to provide support to northern Ontario SMEs within the mining sector in leveraging new business through identifying potential partners, opportunities and networks. The intent was to demonstrate first hand that collectively Northern Ontario firms have the expertise, capacity and infrastructure to service the requirements of various small and large scale projects. It is also important for prospective clients to understand the compatibility, synergies and “culture” between the manufacturing / supply sector of northern Ontario and companies worldwide. This enabled businesses in the North to showcase their level of innovation and technology to the global marketplace thus resulting in an increased capacity to access new markets. In addition to providing SMEs with an opportunity to promote their products and services to companies and jurisdictions from throughout the world, the Showcase also provided an ideal venue for partnership development between Northern firms.

### 2.2 Project Team

The project was supported by partner communities from throughout Northern Ontario. A steering committee comprised of representatives from Northeastern and Northwestern Ontario worked together with FedNor staff to set the direction of the event and played a direct role in engaging SMEs and organizations to participate as exhibitors. Committee members also helped to promote the event prior to and on site to potential attendees as a means of attracting people and companies to the showcase. A third party event coordinator was contracted to organize and manage the event.

#### **Steering committee members:**

James Franks, EDO - City of Temiskaming Shores

JP Ouellette, CAO - Town of Cochrane

Sylvie Fontaine, Director General - Hearst Economic Development Corporation

Andre Robichaud, Manager - Kapuskasing Economic Development Corporation

George Lefebvre, Reeve - Town of Latchford

Jeff Barton, Community Development Forester - Elk Lake Community Forest

Ryan Reynard, Executive Director - Northwestern Ontario Development Network

**Event Coordinator:** Marla Tremblay, President – Markey Consulting

## **2.3 Exhibitors & Partners**

Exhibitors consisted of various organizations and companies from throughout Northern Ontario. Emphasis was placed on attracting as many private sector partners as possible with the objective of having balanced representation from both the North East and the North West. A total of 42 exhibitors from the NE, 9 from the Northwest, along with 4 which represented all of Northern Ontario participated in the Showcase. Although only 16% of participating exhibitors were from the NW, we were nonetheless successful in filling all of the booth spaces and satisfied with this level of participation given that the project is still in its infancy. A complete list of exhibitors and the breakdown of source region can be found in the appendices.

## **2.4 Marketing and Promotion**

A variety of tools and tactics were utilized to promote the event to recruit participants and attract attendees including traditional advertising in Northern Ontario Business, the Sudbury Mining Journal and Mining Life Magazine, direct contact and cold calls, e-mail blasts, social media, Save the Date post card distribution, presentations, attendance at industry events, and in person solicitation. In addition to marketing efforts, the project coordinator and committee utilized their respective networks to get the word out both prior to and during PDAC. During the show itself, the event was promoted to PDAC attendees via direct contact and invitation distribution. Participating exhibitors were also provided with electronic invitations for their clients prior to the show along with hard copies for distribution on the PDAC show floor. As a means of promoting the participating SMEs, French and English event directories with exhibitor and partner listings and descriptions were given to all attendees. This is also available online. Please see the appendices for copies of the following promotional materials.

Corporate profiles & Ads (NOB, SMJ & Mining Life)

Save the Date Postcard

Apply Today Postcard Invitation

Invitation to Pavilion

Event Directory – EN

Event Directory - FR

## **3.0 Summary of Findings**

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### **3.1 Measures & KPI**

At the outset of the project, it was determined that the event would be deemed successful based on outcomes related to the following Key Performance Indicators (KPI). Note that long term successes may not be discernable for many months or even years.



### **3.1.1 Short Term**

#### **3.1.1.1 Number and type of participants:**

Some business cards were randomly collected as a means of determining type of individuals and companies that visited the event, however the number and listing is not representative of all those who came. We estimate total attendance at approximately 8,000 individuals over the course of the 4 day event.

#### **3.1.1.2 Number of businesses and company reps participating in showcase**

Our target number of exhibitors that participated in the showcase was set at a minimum of 50. The registration process was three phased and included a base eligibility assessment, an application to exhibit once deemed eligible, and the actual registration once approved by the review committee. The breakdown of eligible, non-eligible and approved applicants along with registrations and cancellations is as follows:

- Total Applicants - 82
- Non-eligible applicants – 9
- Eligible applicants – 73
- Finalized Registrations – 60
- Cancellations - 5

#### **3.1.1.3 Number of businesses with increased export readiness:**

Although we can provide a subjective assessment based on our knowledge of the participating companies, this number is impossible to determine so early after the event. Efforts will be made to communicate with exhibitors on a regular basis in order to evaluate this success factor. This said, there were several exhibiting companies that had never participated in an international show prior to this event who indicated that it was extremely beneficial and a great learning experience.

#### **3.1.1.4 Value of showcase to participants (satisfaction survey results)**

##### **1. Do you feel that the event was well organized?**

- Extremely organized – 81.48%
- Quite organized – 18.52%
- Moderately organized – 0%
- Slightly organized – 0%
- Not at all organized – 0%

**2. Overall, were you satisfied with this event, dissatisfied with this event, or neither satisfied nor dissatisfied?**

Extremely satisfied – 55.56%  
Quite satisfied – 31.48%  
Somewhat satisfied – 9.26%  
Neither satisfied nor dissatisfied – 1.85%  
Somewhat dissatisfied – 1.85%  
Quite dissatisfied – 0%  
Extremely dissatisfied – 0%

**3. How useful / valuable was this event to your business or organization?**

Extremely useful / valuable – 50%  
Quite useful / valuable – 31.48%  
Moderately useful / valuable – 12.96%  
Slightly useful / valuable – 5.56%  
Not at all useful / valuable – 0%

**4. Approximately how many contacts and potential business leads did you generate as a result of this event?**

1-5 useful leads / contacts – 33.33% (18)  
6-10 useful leads / contacts – 22.22% (12)  
11-20 useful leads / contacts – 11.11% (6)  
21-40 useful leads / contacts – 16.67% (9)  
41-50 useful leads / contacts – 11.11% (6)  
50+ useful leads / contacts – 3.7% (2)  
We did not generate any useful leads or contacts – 1.85% (1)

**5. Which of the following supports and services were the most valuable to you for your participation as an exhibitor? (select all that apply)**

Registration fee / cost – 90.74%  
Pre-fabricated kiosk – 92.59%  
Poster – 64.81%  
Exhibitor manual; FAQ and other communications – 53.70%  
Online registration – 48.15%

Other (please specify)

- to remain Northern Ontario focused
- support from organizers; networking opportunity at party; storage area; coffee; water
- coffee bar; personal referrals / service
- exhibitor passes
- carpet; water
- the coffee kiosk drew attendees who may not have otherwise stopped by.
- coffee service / coat check/ all of it!!

**6. Are there any additional services or supports you would suggest be provided to exhibitors in the future?**

- a more efficient booth layout for more visual recognition
- No
- Everything was extremely well handled, well communicated and the end result looked very professional.
- A chair for the booth - we had to hunt one up.
- All of my needs were met.
- The show case (FEDNOR) should be closer to the clients( mining companies), we were on the north side and was difficult for the clients to see us.
- Next time any new innovations should be showcase separately because all companies and investors may not be aware of breakthroughs
- I think the event was well organized and thanks to FedNor for contributing. I indicated 1-5 useful leads. The issue is the industry is not doing well, I suspect in a better economic climate things would have been much better. Again, thanks for the support.
- No
- more association with the Ontario section
- mining companies seeking services during / prior to projects
- internet
- chairs at each booth
- Should have an official meet & greet at the beginning. More b2b scheduled visits. Promote showcase in south building to get traffic. More cross promo with Ontario pavilion; NRCan; CANmet etc... Make Northern Ontario bigger on headframe.
- lockable storage in pavilion
- everything is ok
- closer place for coats
- face to face meetings with specific companies chairs for each booth
- chairs for each booth
- chairs at each booth
- no
- free wi-fi
- The option to have the kiosk unmanned. Difficult for start-ups to be in the booth all of the time.

**7. Would you participate in a similar event in future years?**

Yes – 88.9% (48)

No – 1.85% (1)

Maybe – 9.26% (5)

### **8. Would you recommend this event to others businesses?**

Yes – 98.15% (54)

No – 1.85% (1)

### **9. Do you have any other comments, questions, or concerns?**

- It was nice to see FedNor give back to businesses of all sizes this opportunity. Makes it easier to swallow the next time I'll pay my corporate taxes. Lol Thanks FedNor and all the organisations involved.
- RE: Feedback Was notified late by my colleagues of our participation in the Showcase therefore only attended Monday and Tuesday. For future you should consider changing the configuration to increase foot traffic.
- We felt that this was a great event to attend for our first time going to something like this, nice to talk to people in our field. We would attend again.
- You might consider having few Fednor or Northern Ontario banners and posters available to put up on the no-show booths. We had to leave a day early and left our banner behind (which was a good idea...thanks Marla) but for the no-shows or early departers, a few spare fednor banners might be useful to plug some holes. Awesome job to all those that pulled this together.....we'd like to attend next year.
- Need more traffic or number of exhibiting days should be reduced. Like day 1 & day 4 was a bust. Also, in case of north building sponsoring food after 6 pm, it should be catered after 1 hr of closing time so people can walk around & see/talk to other exhibits. Rather 80 % traffic came to eat food only & left right away.
- Excellent show - the only way it could have been better would have been to be in the south building with the bulk of the conference.
- General participant consensus was that it was a good idea to have a section for northern Ontario companies. We noticed more useful contacts were gained here than at our PDAC booth because those coming by had specific interest in northern Ontario. The only negative comments were that booth setup was a little bit cramped and there was little opportunity for creative displays. However, we really appreciated the social area in the center and easy access to coffee and water. Overall, thanks for the opportunity to participate in a very good experience!
- This was a well- organized event, the venue was well layed out without crowding. There is no doubt it will continue to grow. I think the evening at the Steam Whistle showed how classy Northern Ontario can be.
- It was a great show, Marla Tremblay did a fantastic job of taking care of all of us!! See you next year!!
- Nice job Marla. I know a lot of hard work goes into these events. Thank you.
- Fantastic job by FedNor - the only issue is the economic climate and the consequent lack of buyers, but nothing that FedNor can do anything about. Thanks, Kieren
- Very well organized pavilion. It was very attractive and professional. The coffee bar and seating was great to relax and chat with customers. The traffic was an unknown when we registered, and we were pleasantly surprised that the traffic to the pavilion was very good. Well done on all accounts. Thank you for allowing us to participate. Jason Bubba - NORCAT
- The N Ont Showcase was top notch, affordable and very professional. The only drawback was being so far from the South Tower....and perhaps prevented many attendees from venturing over to the North tower.
- More communication about the Northern Ontario Showcase and about trade show hall in the North Building. We found that some people at PDAC didn't know about the North Building at all or didn't get a

chance to visit it. Some people commented that they went to see the Core Shack and then left the North Building and didn't spend any time seeing any other booths. Overall, we were happy to be a part of the Northern Ontario Showcase and it helped us gain more leads for our business in Northern Ontario.

- mechanical / welding / service providers to have segregated rows separate from the product supply section
- Very well put together show - congratulations
- We have truly appreciated this opportunity to network both locally and globally
- A very well-oiled machine. Very beneficial and spectacularly organized.
- All was great. Thanks
- One of the best things FedNor has ever done
- Do this at CIM conferences and at Minexpo 2016
- It has been a very valuable and cost effective means to promote our company to the international market.
- Job well done!
- Very well done! Thank you
- Very good for a first time event. job well done
- Great work
- Have already recommended this to many businesses and will continue to do so. Thank you - excellent job!
- Thank you!
- Thank you so much we had a great time and can't wait to come back!
- This was a great event and hope it will happen again. Without this support we could not afford to attend.
- for the Northern party at the Steam Whistle you should do an open mic jam session for the Northern Exhibitors
- Excellent event. Very well organized. This show has generated international distribution leads for our company.
- more food variety
- Please add: 1. First Nation awareness 2. invite first nations businesses directly 3. add all first nation communities to Ontario map 4. print Union of Ontario Indians information
- Please consider financial support to allow our firm to participate on the next level stage at shows like Las Vegas Minexpo. Well Done. Thank you!!
- This is growing and is great to see. Great work
- An improvement from last year
- I would never have been able to attend without the Showcase. I Learned a lot. More people took my card when I wasn't manning my booth so an unmanned booth might actually be better for me.
- Great job coordinating this event! You made it so easy for us to participate and we very much appreciate your support!

### **3.1.1.5 Enhanced knowledge base and skill level of EDO participants and SMEs with regards to export and trade**

Participating communities increased their knowledge of the type of products and services that are offered by the Northern Ontario MSS sector. This will improve their ability to promote the region and assist clients in their community with partnership development and the creation of alliances.

### **3.1.2 Long Term**

Long term outcomes will be gauged over the coming months and years. All those who participated in 2015 will be surveyed again based on the following KPI when they register for 2016 and as part of the 2016 post event survey.

- Number of businesses exporting or increasing export sales;
- Number businesses offering, planning to offer or accessing value-added and/or knowledge-based products and services; and
- Number of collaborative projects undertaken and # of stakeholders involved.

## **3.2 Project Benefits & Outcomes**

Overall the project has been deemed a success with partners and exhibitors indicating that their participation generated significant contacts and was of value to them. Listed below are the benefits generated by partner type.

### **Community Partners**

Community partners included municipalities, economic development corporations, and community futures development corporations. These groups benefitted from participating in the event as follows:

- Display promotional materials
- Logo and mention included in event program
- Listing in PDAC program
- Networking with exhibitors to identify potential synergies with existing clients
- Networking with attendees to promote private sector clients and identify leads
- Networking with other community partners to identify potential for partnership projects
- Networking with government representatives to build relationships
- Relationship building with existing clients (exhibitors and attendees)

### **Private Sector**

One of the methods utilized to measure the success of the initiative included a post-event survey, the results of which have been summarized in section 3.1.1.4 (NB: the comments have been transcribed verbatim from the actual survey responses).

## **3.3 Success Factors**

The project was successful overall. Key factors which contributed to the event's success included:

## **Overall concept**

The overall concept of hosting a Northern Ontario mining exhibit as part of PDAC worked very well. Having a captive audience provided a source of qualified attendees which ensured value for the exhibitors and partners. This also provided exhibitors and partners with an opportunity to visit the PDAC floor and attend client hospitality events thereby generating an additional benefit for their participation.

## **Coordination**

Contracting the services of an experienced event planner with significant sector knowledge and a large network in Northern Ontario was a key factor in the success of the event. Given the timeline and the fact that steering committee members are all employed full time with numerous portfolios and responsibilities, having a point person to organize and manage the event ensured that things were kept track.

## **Steering Committee Engagement**

With representation from various locations throughout the North, the steering committee played an instrumental role in ensuring that businesses were aware of the event and provided with the necessary information to register and participate. In addition, the committee members had previous experience in hosting events at PDAC and were therefore in a position to provide leadership and guidance. They also assisted in promoting the pavilion onsite during the event and provided information to attendees about Northern Ontario, our communities and our companies.

## **Venue**

Having a well-designed pavilion layout, including graphics and interesting structures projected the North as being very professional and unique. The combination of exhibitor kiosks along with the seating area provided the perfect atmosphere for mixing business and pleasure thus helping to not only draw people in, but encourage them to stay longer and visit with exhibitors. The coffee bar and water service were also well received by exhibitors and visitors to the pavilion.

## **Boardroom**

Renting a separate boardroom for meetings, storage and registrations made things much more manageable. Having extra space to store collateral materials, coats, and equipment was extremely useful and is recommended in the future.

## **Online Registration System**

Utilizing an online event booking program was extremely useful in streamlining the process for both registrations, processing of fees and ongoing communications with exhibitors.

## **4.0 Recommendations**

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It is the intent of the steering committee to host the Mining Showcase at PDAC 2016 in partnership with FedNor. In order to ensure future success, we have identified the following in terms of recommendations.

### **Timing**

Sourcing and securing funding support as quickly as possible will be key to growing the event. The sooner costs can be incurred, the sooner planning and promotion can begin. Many mining related events take place in the spring; therefore it is recommended that applications be submitted to ensure that opportunities for exhibitor recruitment are not missed. It is the group's intent to immediately begin the process of submitting funding applications and contracting the services of an event coordinator. The committee will also be meeting face to face with FedNor in order to strategize and plan for the future.

### **Participation from North Western Ontario**

Given that this event is still in its infancy, company representation from North Western Ontario was lower than we would have liked in 2015. The hope is that we will see an increase from the North West given that we are now in a position to utilize testimonials from those that did choose to participate from the region. Ensuring that funding support is announced early on will also assist the committee with media and advertising efforts and as a result we are more likely to be able to recruit additional exhibitors from the North West.

### **Program**

For future events it is recommended that a formal program with scheduled events such as a pre-event meet and greet for exhibitors, trade show 101 workshop and organized one on one meetings should be considered. Keeping in mind that this is a business rather than a government event, a discussion regarding appropriate options should be included as part of the strategic planning process.

### **Venue**

Efforts should be made to secure an expanded space from PDAC in order to accommodate manageable growth. The pavilion should continue to offer a unique experience and atmosphere that draws people in and entices them to stay for an extended period of time. The goal is not to have a smaller version of the PDAC trade show exhibit floor rather it is to encourage networking in a comfortable and business friendly atmosphere.

### **Partnership Development**

With additional time to plan, efforts should be made to engage more exhibitors from throughout the North. This could include more presentations during annual government related conferences such as FONOM, at industry events and trade shows, direct contact to economic development offices, traditional advertising, and referrals from existing partners, social media promotion, media relations and use of existing networks.



## **Communications**

Communications are key to attracting positive attention. The following are some suggestions on how to increase media coverage and ensure maximum exposure.

- Develop a communication plan in partnership with FedNor at the outset of the project to ensure maximum media coverage;
- Work directly with PDAC to identify additional / enhanced branding opportunities.

## **Pavilion**

The following are proposed improvements to the pavilion floorplan and design that should be considered for the future.

- Corner towers should be built to the maximum allowable height for more impact;
- A ceiling hung display / graphic should be designed and hung over the café for visual impact and additional branding;
- Chairs should be provided for all exhibitors
- Provide lockable storage onsite
- Utilize both sides of the head-frame for additional storage and an on-site coat rack;
- Provide lockable storage within each exhibitor kiosk (using a master key)
- Perhaps pay hired help to serve coffee
- Increase water and coffee budget but require that visitors provide a business card in exchange for coffee

## **Exhibitor Registration Options**

- Add wireless internet as an option on registration for an additional upfront fee;
- Add exhibitor reporting requirements to registration process (require them to report as part of getting the subsidized booth space).

## **5.0 Appendices**

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- 5.1 List of Exhibitors**
- 5.2 Ad Samples**
- 5.3 Save the Date Post Card**
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MARKEY CONSULTING markeyconsulting.com

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## **Quote For Services: CONTRACT AMENDMENT**

### **Northern Ontario Mining Supply Showcase 2015**

**Sept 17, 2014**

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Markey Consulting is pleased to provide a quote to the City of Temiskaming Shores, Lead applicant, for the coordination and management of the 2015 Northern Ontario Mining Supply Showcase (NOMSS). The work plan will be completed within the guidelines and budget established by the NOMSS Committee.

#### **PROPOSED SERVICES**

Services include the following tasks associated to pre-event and on-site logistics management:

##### **Venue**

- Venue site-visits & recommendations
- Venue applications and contract negotiation
- Selection of caterer (City to be signatory for Special Occasions Permit)
- Food and beverage selection (consider dietary restrictions; audience; service style; etc.)
- Venue set-up (lay –out; podium; AV; bars; food stations, etc.)
- Coordination of venue staging

##### **Event Promotion & Registrations**

- Invitation list (target invite list including companies, partners, politicians, media etc.)
- Coordination of invitations & registration forms (design for both paper + web; committee approvals / communication; printing; delivery; circulation)
- Coordination of advertising (negotiation of ad rates; placement; design)
- Editorials and articles
- Direct calls
- Social media (LinkedIn)
- Manage RSVPs and registrations
- Develop collateral materials for distribution at show
- Coordination of exhibitors program development

##### **On-site Logistics**

- Itinerary (ribbon cutting; media meet and greet; training sessions; draws; etc.)
- Troubleshooting (point person for on-site venue management to oversee details e.g. volume, menu issues, podium, video streaming, service issues etc.)
- Coordination of door / greeters / guest check in
- Pop-up banners & collateral materials
- Promotion on show floor (Sunday & Monday) + during Sunday night events

**Communications:**

- Calling & planning committee meetings
- Media relations (media releases; promotion of companies for editorials; invites to events etc.)
- Reports and itineraries (companies; partners; committee; etc.)
- Information requests (partners; exhibitors etc.)
- Survey development, distribution and tabulation
- Post event reports, follow-ups and KPI tracking including 3 month & 6 month follow-ups
- Prepare an inventory / lead list of clients who visited the Showcase

**Other:**

- Complete applications for NOHFC and Fed Nor funding on behalf of the City
- Coordinate room block
- Work with event committee to secure municipal partners, training partners, not for profit partners and SME Exhibitors sufficient to cover the projected revenues in the Budget Projections
- Manage project budget to ensure compliance and work with City to prepare reports for funding agencies.

**PROPOSED FEES: \$35,000**

Fees include all services listed above as well as project management and telephone calls with client, supplier liaison time. All applicable taxes, design, printing, venue, and/or other associated costs are extra. Additional disbursements such as event registration fees, travel and accommodations to event, travel to committee meetings are extra and must be reasonable expenses as approved by the NOMSS Committee budget.

**Payment Terms:**

Year 1            50% to be invoiced and paid upon contract signing  
                      25% to be invoiced and paid in January 2015  
                      25% to be invoiced and paid in April 2015

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*For questions regarding this proposal, please contact:* **Marla Tremblay, President**  
**Markey Consulting**  
t: 705-499-6267 | e: [mtremblay@markeyconsulting.com](mailto:mtremblay@markeyconsulting.com)



NORTHERN ONTARIO DEVELOPMENT PROGRAM  
PHASE TWO - DETAILED APPLICATION

PROTECTED WHEN COMPLETED

**CONFIDENTIALITY:** No commercially confidential information which you submit to us will be disclosed unless otherwise authorized by you; required to be released by law; or required by the Minister of Industry to be released to an international or internal trade panel for the purposes of the conduct of a dispute in which Canada is a party or a third party intervener. Information on the federal government's Access to Information Act is available on the following Web site: <http://laws-lois.justice.gc.ca/eng/A-1/FullText.html>.

Any information that you wish to be considered as confidential should be annotated accordingly.

**APPLICANT INFORMATION**

1. Legal name of applicant:

The Corporation of the City of Temiskaming Shores

2. Include your mandate, mission, vision, (as per strategic plan, business plan or relevant organizational policy); parent company or related companies (subsidiaries); size of operation (e.g. sales, assets, number of staff); membership (if applicable); office locations; geographic area of service/activity; key activities related to community economic development.

The City's Mission Statement reads: To ensure that the City of Temiskaming Shores is a dynamic leader providing incredible opportunities for all.

The City has approximately 70 full time employees, 55 parttime employees and 25 temporary student positions. The community has approximately 10,500 residents, but is the economic and service hub to a regional population of 32,500 from both Ontario and Quebec.

City Hall is located at 325 Farr Drive in Haileybury. The City works with local industry and community to provide job creation and retention of existing positions.

Temiskamingue Shores' Economic Development team will be the lead on this project. In addition to business retention and expansion, the department is responsible for promoting the community in efforts to attract new investment, residents and tourists with the ultimate goal of increasing the tax base and creating jobs.

Application Business Number (9-digit business identifier provided by Canada Revenue Agency):

8	6	6	3	4	3	5	0	2
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3. Describe the structure of your organization and provide copies of legal and any current documents related to incorporation, partnerships, joint ventures, not-for-profit status, etc.

Corporation under the Ministry of Municipal Affairs and Housing

4. Provide a history of your organization, including any relevant historical events such as any changes in ownership, a reorganization, or critical events related to financial, governance and/or administrative capacity.

The City of Temiskaming Shores was created on January 1, 2004 through the amalgamation of the former communities of Haileybury, New Liskeard and Dymond Twp. The former communities were each close to one hundred years old at the time of amalgamation.

The newly amalgamated community has greater capacity to attract new business investment and partner with other levels of government to complete large infrastructure projects in the community.

5. Describe your organization's financial position and ability to carry out the project. Please enclose copies of financial statements for the last two years and the most recent interim financial statement.

The City is well positioned to be able to take on projects of this nature. Copies of our 2011 and 2012 financial statements are attached for your review.

6. Identify your officers and/or key employees, indicating their role within your organization and the proposed project. Provide a list of all current Board Members, showing position and term. Provide a background of key project staff and relevant experience (include résumés).

James Franks, Economic Development & Funding Coordinator, (705) 672-3363 ext. 4137, [jfranks@temiskamingshores.ca](mailto:jfranks@temiskamingshores.ca) - 15 years experience in municipal tourism, community events and economic development.

Laura Lee MacLeod, Treasurer, (705) 672-3363 ext 4121, lmacleod@temiskamingshores.ca - 20 years of municipal accounting experience, including five years as treasurer.

7. Please outline your capacity to deliver the project:

- Describe your organization's management and technical capacity as it relates to the proposed project;
- Describe other projects, similar in scope, that your organization has successfully undertaken;
- Describe your project management structure (e.g., steering/advisory committee, etc.);
- Define your project governance (where applicable).

The City has managed many similar projects over the past number of years. The present administration structure has enabled us to complete large projects within budget constraints and timelines.

The City has sufficient skills on site to oversee a project of this nature, however project management and coordination will be completed by an external contractor. Due process will be adhered to for selection of said contractor.

Over the past few years, the City has coordinated other major projects and events with the support of Fed Nor such as the 2014 Northern Ontario Mining Supply Showcase, the 2015 Northern Ontario Mining Showcase, the Northern Ontario IPM and the Temiskaming Circle Tour project. Each of these required significant partnership development and logistics coordination and had the overall goal of generating positive economic impact to the region.

8. If the project is being carried out on behalf of a larger group, please identify the partners and describe their contributions to the project.

The project is supported by multiple partners from throughout Northern Ontario.

A committee comprised of representatives from Northeastern and Northwestern Ontario is working together to set the direction of the event and will play a direct role in engaging additional community partners and SMEs to participate. Committee members will also promote the event prior to and on site to potential attendees to attract people and companies to the showcase.

Steering committee members:

James Franks, EDO - City of Temiskaming Shores

JP Ouellette, CAO - Town of Cochrane

Sylvie Fontaine, Director General - Hearst Economic Development Corporation

Andre Robichaud, Manager - Kapuskasing Economic Development Corporation

George Lefebvre, Reeve - Town of Latchford

Jeff Barton, Community Development Forester - Elk Lake Community Forest

Ryan Reynard, Executive Director - Lake of the Woods Business Incentive Corp

Chair - Northwestern Ontario CFDC Network

FedNor Representative (resource person)

FedNor Representative (communications)

9. Please identify any legislative or regulatory requirements that you must comply with in order to proceed with this project and how they can affect the timing and budget of your project. These may include federal or provincial regulations and municipal bylaws, resource stewardship agreements, etc.

n/a

## PROJECT INFORMATION

1. Provide a detailed description of the project (purpose, activities, costs), with a clear description of measurable project goals and objectives. Will any of the following population groups be involved in and/or benefit from the project?

Aboriginal Peoples  Francophone Communities  Women  Youth

If so, ensure that you describe the anticipated impact or involvement.

Overview / Purpose:

The project consists of a collaborative partnership to host an interactive showcase for northern Ontario mining supply and service companies as part of the 2016 Prospectors Developers Association of Canada (PDAC) annual convention. The project consists of establishing a special pavilion within PDAC whereby Northern Ontario companies and organizations will be provided with space to promote their products and services. Various promotional efforts will be made prior to and during PDAC to attract people to visit the Northern Ontario exhibit.

The objective is to build on the success of the 2015 showcase which was held from March 1-4. The project itself will be expanded in 2016 to include additional exhibitors and partners. The most significant change to this year's event will be the addition of a

formalized program which may include capacity building workshops and meet and greet networking events. The overall goal is to grow the number of new exporters from Northern Ontario, which meets the recommendations of the recent Jobs and Prosperity Councils report to government: Advantage Ontario Report which speaks to increasing the number of Ontario exporters.

This will act as a springboard in developing company and community capacity for future engagement of new northern Ontario companies in trade and export initiatives. The goal is to make this an annual event in order to provide continuity and a phased approach to getting business ready for exporting and also enable better KPI measurement and tracking.

An additional benefit of the showcase is that businesses will have an opportunity to learn from one another and to build relationships with other participants. This will serve to further expand their level of knowledge and provide new opportunities to create partnerships.

2. Describe the strategic rationale to undertake the project now and how it was identified. Identify the significance of your project from the perspective of your organization, community, local industry and elsewhere. Also identify any adverse impacts the project might have on other Northern Ontario businesses.

The showcase was originally established in order to provide an opportunity for Northern SMEs and organizations that would otherwise be unable to participate in such a high caliber event to promote their products and services to international and domestic markets. A large number of exhibitors are new to the concept of exporting and their participation in both the training and showcase encourages networking to support their market entry strategies.

For instance, the 2015 Showcase saw participation numerous companies that have never exported their products or services, but are looking to expand their market and are seeking opportunities to help them better position their businesses.

For the 2015 showcase, we were successful in enticing 56 exhibitors and anticipate attracting upwards of 65 for 2016. Using participant testimonials and the results of our 2014 & 2015 events, we are sure to draw more representation from Northwestern Ontario to make this a true Northern Showcase. Key outcomes resulting from the 2015 exhibitor survey are summarized as follows (see attached 2015 project report for full survey results):

Overall, were you satisfied with this event, dissatisfied with this event, or neither satisfied nor dissatisfied?

Extremely satisfied - 55.56%

Quite satisfied - 31.48%

Somewhat satisfied - 9.26%

Neither satisfied nor dissatisfied -1.85%

Somewhat dissatisfied - 1.85%

How useful / valuable was this event to your business or organization?

Extremely useful / valuable - 50%

Quite useful / valuable - 31.48%

Moderately useful / valuable - 12.96%

Slightly useful / valuable - 5.56%

Not at all useful / valuable - 0%

Approximately how many contacts and potential business leads did you generate as a result of this event?

1-5 useful leads / contacts - 33.33% (18)

6-10 useful leads / contacts - 22.22% (12)

11-20 useful leads / contacts - 11.11% (6)

21-40 useful leads / contacts - 16.67% (9)

41-50 useful leads / contacts - 11.11% (6)

50+ useful leads / contacts - 3.7% (2)

We did not generate any useful leads or contacts - 1.85% (1)

Further to the event survey that was collected on-site, we have undertaken informal follow-ups with some of the participants from 2015. These companies have all indicated that they generated numerous leads due to the showcase and made contacts that they would otherwise have been unable to secure. Certain participants have since been asked to provide quote and/or sample products to said contacts, some have finalized sales and even established distribution channels in international markets as a direct result of their participation in the showcase. A more formal follow-up will be undertaken in the fall of 2015 as a registration criteria for the 2016 event.

Based on the learnings gleaned in 2014 & 2015, we are seeking to grow the event to include more participants, undertake pro-active media relations and target specific groups and individuals to ensure their attendance.

3. Estimated Start Date (YYYY-MM-DD):

2015-05-01

Estimated Completion Date (YYYY-MM-DD):

2016-04-30

Identify key work plan activities and project timelines and milestones.

Project Timelines & Milestones

May 2015	Secure Third Party Event Manager
June 2015	Hold strategic planning session
June 2015	Secure event venue
June - Dec 2015	Exhibitor recruitment promo
Aug- Oct 2015	Design venue set-up and layout
Sept 2015 - Jan 2016	SME registrations
Sept - Nov 2015	Exhibitor survey (2015)
Sept - March 2016	Media relations
Oct 2015 - Mar 2016	Develop and coordinate event program content
Oct 2015 - Mar 2016	Coordinate venue logistics (e.g. AV; staging; f&b; schedule etc...)
Dec 2015 - Mar 2016	Promotion of event (emails; social media; articles; etc...)
Feb 2016	Survey development (capacity building workshops; showcase)
March 2016	Host Showcase
Mar - Apr 2016	Event evaluation and reporting
Sept -Nov 2016	Exhibitor follow-up survey

Detailed project activities of third party event coordinator:

- Venue site-visits, contract coordination
- Coordination of catering
- Design and coordination of staging(lay-out; AV; etc.)
- Development of target invite list (companies, partners, government reps, media etc.)
- Invitations & registration (design for both paper + web; committee approvals / communication; printing; delivery; circulation)
- Advertising (negotiation of ad rates; placement; design)
- Editorials and articles
- Direct calls
- Social media (LinkedIn)
- Manage RSVPs and registrations
- Develop collateral materials



- Development of exhibitors directory
- Itinerary development and management (ribbon cutting; meet and greet; etc.)
- Troubleshooting (point person for on-site venue management to oversee details e.g. volume, AV, exhibitor coordination, video streaming, service issues etc.)
- Coordination of guest check in
- Pop-up banners & collateral materials
- On site promo
- Coordination of committee meetings
- Media relations (media releases; promotion of companies for editorials; invites to events etc.)
- Reports and itineraries (companies; partners; committee; etc.)
- Information requests (partners & exhibitors)
- Survey development, distribution and tabulation
- Post event reports, follow-ups and KPI tracking, including 1 month and 6 month follow-ups
- Lead list development
- Coordinate room block
- Manage project budget

4. Select a priority:

- Community Economic Development     
  Business Growth and Competitiveness     
  Innovation

Community Economic Development:

Describe how your project fits within FedNor's Community Economic Development priorities and explain how it will achieve the following results:

- increased community mobilization to identify and prioritize viable economic opportunities through enhanced decision-making and planning;
- strengthened community economic competitiveness through implementation of identified priorities to diversify and stimulate business investment and growth in the short to medium-term (up to five years); and,
- enhanced collaboration among stakeholders to achieve shared regional economic development goals in the short- to medium-term.

Business Growth and Competitiveness:

Describe how your project fits within FedNor's Business Growth and Competitiveness priorities and explain how it will achieve the following results:

- enhanced productivity, competitiveness and business management capacity;
- improved trade and export performance and supply chain integration in the short- to medium-term (up to five years);
- enhanced level of investment from outside the region that increases the number of enterprises established and/or expanded in Northern Ontario; and
- diversified traditional industries and emerging sectors producing more value-added and knowledge-based products and services.

Innovation:

Describe how your project fits within FedNor's Innovation priorities and explain how it will achieve the following results:

- strengthened or new alliances and clusters among businesses, research institutions and innovation centres to commercialize applied research and development in the short- to medium-term (up to five years); and,
- increased number of businesses in Northern Ontario engaged in the applied research and innovation process.

The project fits within FedNor's Business Growth and Competitiveness priorities and will provide the following benefits to Northern Ontario:

The Northern Ontario Showcase will benefit Northern Ontario by delivering a positive message along with specific industry sector opportunities to attract new investment to Northern Ontario and new private sector clients for the Economic Development Agencies and organizations within the region. This project will:

- Attract and increase new business contacts, clients, and potential leads that lead to new business and/or expansion of existing business through strategic alliances and joint ventures in Northern Ontario;
- New business start-ups and/or expansions with existing businesses in key strategic sectors;
- Capacity building for participating SMEs, post-secondary institutions, economic development organizations, municipalities and not-for profits;
- Increase employment and wealth based jobs with strong multiplier economic impacts for the North;
- Strengthen community partnerships encouraging them to work collaboratively on promoting Northern Ontario and closing new investment deals;
- Strengthen working relationships with provincial and federal investment attraction colleagues to benefit our communities, Ontario, and Canada.

5. Describe the net economic benefits to Northern Ontario as a result of your project. For example:

Community Economic Development:

- the improved capacity of Northern Ontario communities and businesses to address economic and business development needs and opportunities;
- the increased viability, sustainability and diversification of communities in Northern Ontario;
- strengthened or new collaborative initiatives and strategic alliances for regional economic development among communities, regional organizations and businesses;
- increased regional capacity to access new or expanding markets through development of shared economic infrastructure;
- greater access to and adoption of services and technology by communities within a region that stimulate economic development;
- expansion of a key economic sector.

Business Growth and Competitiveness:

- the improved capacity of Northern Ontario communities and businesses to address economic and business development needs and opportunities;
- the increased viability, sustainability and diversification of communities and businesses in Northern Ontario;
- strengthened or new collaborative initiatives and strategic alliances for regional economic development among communities, regional organizations and businesses;
- increased business capacity to access new or expanding markets;
- greater access to and adoption of services and technology by communities or businesses to stimulate economic development;
- expansion of a key economic sector.

Innovation:

- increased capacity for Research and Development in Northern Ontario, to support and address emerging business needs and opportunities;
- improved capacity for Innovation in Northern Ontario, to support and address emerging economic needs and opportunities;
- increased research activity, attracting highly qualified personnel and market opportunities to Northern Ontario;
- greater commercialization, access to, and adoption of, innovative new products or procedures by business, leading to improved productivity;
- increased business competitiveness resulting from partnerships between private and public sector entities;
- enhanced international market presence for small and medium-sized enterprises (SMEs).

The intent is to demonstrate first hand that collectively Northern Ontario firms have the expertise, capacity and infrastructure to service the requirements of various small and large scale projects. It is also important for prospective clients to understand the compatibility, synergies and "culture" between the manufacturing / supply sector of northern Ontario and companies worldwide. This enables businesses in the North to showcase their level of innovation and technology to the global marketplace thus resulting in an increased capacity to access new markets.

In addition to providing SMEs with an opportunity to promote their products and services to companies and jurisdictions from throughout the world, the Showcase also provides an ideal venue for partnership development between Northern firms. Furthermore, this event helps to grow the north and diversify markets which is of concern to many smaller companies whose revenue stream is derived from less than three customers.

6. What performance indicators or measures will be used to document the results and economic benefits of the project? How will you track, measure and evaluate the targeted results of your project? Please provide your plan for tracking these performance indicators or measures. For example:

Community Economic Development:

- number of alliances/partnerships formed or strengthened;
- number and type of partners involved in projects, as well as the type of contribution provided;
- number and type of events held, including number of participants;
- number and type of studies/plans developed;
- number of businesses created, maintained, expanded and modernized;
- number of jobs created or maintained;
- number of strategic economic development plans developed and/or implemented;
- number of collaborative projects undertaken and # of stakeholders involved;
- number of community assets developed, modernized or expanded;
- number of businesses with increased export readiness;
- number of businesses exporting or increasing export sales;
- number of businesses offering value-added and/or knowledge-based products and services.

Business Growth and Competitiveness:

- number of businesses that adopted/implemented new or enhanced management and business practices;
- number of businesses that participated in a process for certification and/or implemented standards to meet new certification requirements;
- number and type of events held, including number and type of participants;
- number of businesses created, maintained, expanded and modernized or improved productivity;
- number of jobs created or maintained;
- number of businesses with increased export readiness;
- number of businesses exporting or increasing export sales;
- number businesses offering, planning to offer or accessing value-added and/or knowledge-based products and services;
- number of businesses that accessed investment funds or angel investment;
- number of strategic investment attraction plans developed and/or implemented;
- number of collaborative projects undertaken and # of stakeholders involved.

Innovation:

- number of partnerships and collaborations formed or strengthened;
- number and type of partners involved in projects, as well as the type of contribution they provided;
- number of projects carried out with or for businesses;
- number of assets in support of innovation created, acquired, adopted or enhanced;
- number of businesses created, maintained, expanded or modernized;
- number of jobs created or maintained;
- number of businesses engaged in Applied R&D as a result of the project.

The success of the project will be determined based on the following KPI:

The following short term KPI will be identified based on event day stats and will be evaluated via participant surveys and committee input:

- Number of attendees at showcase;
- Type of attendees at showcase (public vs. private);
- Country of origin of showcase attendees;
- Number of businesses and company reps participating in showcase;
- Number of community and organization reps participating showcase;
- Value of showcase to participants (satisfaction survey results);
- Global number of leads generated by exhibitors;
- Enhanced knowledge base and skill level of EDO participants and SMEs with regards to export and trade;
- Number of businesses with increased export readiness capacity.

The following longer term KPI will be identified, where possible, via a follow-up survey as well as input from FedNor, MNDM / TIM regarding participation in missions and other export initiatives and/or expansion projects due to increased export sales resulting from event and training participation:

- Number of businesses participating in additional training or other similar events offered by project partners;
- Number of businesses exporting or increasing export sales;
- Number of collaborative projects undertaken and # of stakeholders involved.

Attendee badges will be scanned and business cards collected as a means of determining the approximate number and type of individuals and companies that visited the showcase. Surveys will be completed by exhibiting SMEs to deem the level of value placed on their respective participation in the Showcase. These surveys will include questions regarding value of showcase and learnings acquired, likelihood of participating in future programs, types of training required / sought; value of contacts made, potential for business opportunities generated, etc...

7. Describe how you plan on sharing the results/best practices of your project with the community and other stakeholders.

Seeing as this project is pan northern in nature it will have a positive impact not only on the partners but also on the business located in the regional communities. Information and leads gleaned as a result of this event will be shared with all partner communities, organizations and businesses for follow-up. Learning will be documented and will serve as a benchmark for future events.

8. Will consultants be hired as part of the project?

Yes  No

If yes, please attach:

- Terms of Reference
- List of candidate consulting firms
- Request(s) for Proposals
- Consultant's Statement of Work (if already selected)
- Outline of the selection process
- Copy of evaluation form(s) and criteria

9. Will the project have an impact on one or more Aboriginal communities?

Yes  No  N/A

If yes, please provide details regarding consultations held (to be held) with the Aboriginal communities affected, dates and participants involved.

10. Identify individuals/organizations with whom you have consulted regarding your project (e.g. Community Futures Development Corporations, provincial ministries, economic development agencies, etc.), and indicate their position. Letters of support may be attached.

**ENVIRONMENTAL IMPACTS**

A project, as defined in the Canadian Environmental Assessment Act (CEAA) is:

- In relation to a physical work, any proposed construction, operation, modification, decommissioning, abandonment or other undertaking in relation to that physical work;
- Any proposed physical activity not relating to a physical work that is designated as a project in the Inclusion List Regulation.

1. Has your project been screened under the Canadian Environmental Assessment Act (CEAA)?

Yes  No

If yes, please submit a copy of the screening with this application.

If no, please complete the following CEAA Checklist.

Is your proposal considered to be a project under the CEAA?

Yes  No

If yes, is your project located within 30 metres of a water body?

Yes  No

Will your project involve the likely release of a polluting substance into a water body?

Yes  No

If your project is a physical work, will it be constructed on lands serviced by municipal water and sewage services?

Yes  No

Does your project involve work in the water or the crossing of a water body?

Yes  No

What is the proposed footprint of all structures and buildings constructed or erected as part of your project?

If expanding an existing physical work, what is the current footprint?

**PROJECT COSTS AND FUNDING SOURCES**

1. Identify and substantiate detailed project costs.

Please list by key expense categories or type of costs.

	PROJECT COST CATEGORY (e.g. equipment, marketing, professional services, etc.)	TOTAL COSTS	REQUESTED FROM FEDNOR	APPLICANT	OTHER FUNDER(S)
	Venue Rental + Associated Costs	\$185,000.00	\$155,000.00	\$0.00	\$30,000.00
	Staging; AV; Furniture; etc...	\$105,000.00	\$105,000.00	\$0.00	\$0.00
	Prof Services	\$42,000.00	\$42,000.00	\$0.00	\$0.00
	Marketing / Promo & Translation	\$45,000.00	\$45,000.00	\$0.00	\$0.00
	Travel & Accommodations stipend (committee)	\$18,000.00	\$18,000.00	\$0.00	\$0.00
	On-site costs (wireless; coat racks; parking; cleaning; etc...)	\$15,000.00	\$15,000.00	\$0.00	\$0.00
	<b>TOTAL</b>	<b>\$410,000.00</b>	<b>\$380,000.00</b>	<b>\$0.00</b>	<b>\$30,000.00</b>

2. Please indicate other sources of funding.

	OTHER FUNDING SOURCE	FINANCING TYPE (e.g. cash, in-kind, repayable or non-repayable, etc.)	AMOUNT	CONFIRMED?

OTHER FUNDING SOURCE	FINANCING TYPE (e.g. cash, in-kind, repayable or non-repayable, etc.)	AMOUNT	CONFIRMED?
SME Exhibitors	cash	\$30,000.00	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

3. Have you already incurred costs or made legal commitments related to the project?  Yes  No

4. Please complete the table if revenue will be generated during or as a result of your project.

	YEAR 0	YEAR 1	YEAR 2	YEAR 3
Project Related Revenues				
Project Related Expenses				
Surplus/Deficit				

If a surplus is expected, please indicate the intended use of the projected surplus.  
 Revenues in the form of SME exhibitor space bookings will be generated but will be utilized to offset project costs. In the event of a surplus, said dollars will be set aside as legacy funds to host events supporting Northern Ontario businesses in the future.

5. Describe the impact of FedNor's contribution in terms of the scope, location and timing of your project. Also enclose a monthly cash flow projection for your organization and project, clearly indicating expenditure and revenue streams.

Fed Nor's support is imperative to ensure the success of this project. Without FedNor support, the partnership will be required to host a smaller version of the event offsite reducing the marketing, staging and overall quality of the event. Given that our objective is to build capacity and showcase the North as being a region that is home to state of the art technology and high quality product and services, it will be key to project an image that is on par. We are looking to create an impactful event that benefits all those involved and has long term benefit.

It is also important to note that one of the key reasons we've chosen to limit the event to participation cost for exhibitors is to keep it affordable for SMEs from throughout the north. Failing to secure public funding would result in a \$3,500 fee per exhibitor, not including travel related costs, which would likely discourage companies on the "cusp" to opt out.

**SUPPORTING DOCUMENTATION**

1. The following documents must be provided to FedNor along with your application. Incomplete submissions will not be processed until all the necessary information is received.

ENCLOSED	YES OR NO
Audited financial statements (last two fiscal years) and interim financial statement (if available)	<input checked="" type="radio"/> Yes <input type="radio"/> No
Applicant Declaration On Lobbying	<input checked="" type="radio"/> Yes <input type="radio"/> No
Monthly cashflow projection	<input checked="" type="radio"/> Yes <input type="radio"/> No
Business plan or feasibility study (if available)	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
Environmental Assessment Screening Report (if required)	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
Proof of registration or incorporation (if first time applicant)	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
<i>Documents related to the selection of consultants (if applicable):</i>	
• Terms of Reference	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
• List of candidate consulting firms	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
• Request(s) for Proposals	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
• Consultant's Statement of Work (if already selected)	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
• Outline of the selection process	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A

**CERTIFICATION**

I certify that all information provided to FedNor in support of this request for funding is, to the best of my knowledge and ability, complete, true and correct and this will also apply to all information given in the future in connection with the implementation of the project.

I am authorized to sign on behalf of the applicant and I hereby certify that the applicant is current on all obligations to the federal government; that the execution of the proposed project will not prevent the applicant from continuing to meet these obligations and from maintaining the economic benefits anticipated by the other agreements; and that these obligations will not preclude the applicant from fulfilling its obligations under the proposed project.

I certify that the applicant understands and agrees to the following declarations and undertakings:

- Completion and submission of this funding application does not constitute a commitment from FedNor for financial assistance;
- FedNor funding is required in order for the project to proceed;
- FedNor funding is intended to be incremental to existing federal and provincial programs, and that if the proposed project is deemed eligible and approved under such other programs, FedNor funding will be reduced or withdrawn accordingly; and,
- The applicant is under no obligation or prohibition, nor is it subject to, or threatened by any actions, suits or proceedings, which could or would affect their ability to implement this proposed project.

The applicant agrees to comply with the Official Languages Act as required, and specifically where a project involves services to or activities with the public. The [Official Languages Checklist](#) on FedNor's website will assist you in understanding your obligations under the Act.

The applicant recognizes that as part of its project assessment process, FedNor requires that all projects conform to the guidelines set out in the Canadian Environmental Assessment Act (CEAA). For details of CEAA requirements, please visit: <http://www.ceaa-acee.gc.ca>.

The applicant confirms that any former public office holder or public servant employed by the applicant is in compliance with the post-employment provisions of the Values and Ethics Code for the Public Service. For details, please visit: [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/TB\\_851/vec-cve-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TB_851/vec-cve-eng.asp).

The applicant agrees that FedNor/Industry Canada can make credit and other enquiries that it deems necessary to evaluate this proposal.

I agree to provide any further information that may be required for FedNor to make a decision.

Signed at: Temiskaming Shores On this date (YYYY-MM-DD): 2015-05-07

Title: Municipal Clerk

Signature (Officer with signing authority for the Organization): \_\_\_\_\_



503 Champagne Road  
Sturgeon Falls, ON P2B 2L9  
t. 705-499-6267

MARKEY CONSULTING markeyconsulting.com

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## Quote For Services:

**Northern Ontario Mining Supply Showcase 2016 – 2017- 2018**

**April 28, 2015**

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Markey Consulting is pleased to provide a quote to the City of Temiskaming Shores, Lead applicant, for the coordination and management of the 2016, 2017 & 2018 Northern Ontario Mining Showcase (NOMS). The work plan will be completed within the guidelines and budget established by the NOMS Committee.

### PROPOSED SERVICES

Services include the following tasks associated to pre-event and on-site logistics management:

#### Venue

- Venue applications and contract negotiations
- Catering
- Venue design, set-up (lay –out; exhibitor pods, graphics, structures, etc.)
- Coordination of venue staging

#### Event Promotion & Registrations

- Invitation list (target invite list including companies, partners, politicians, media etc.)
- Coordination of invitations & registration forms (design for both paper + web; committee approvals / communication; printing; delivery; circulation)
- Coordination of advertising (negotiation of ad rates; placement; design)
- Editorials and articles
- Direct calls
- Social media (LinkedIn)
- Manage RSVPs and registrations
- Develop collateral materials for distribution before and at show
- Coordination of exhibitors program development

#### Capacity Building

- Secure boardroom to hold sessions
- Coordinate agenda & session development
- Promote sessions to partners
- Manage registrations
- Develop and tabulate satisfaction surveys

#### On-site Logistics

- Itinerary (ribbon cutting; meet and greet; workshops; etc.)
- Troubleshooting point person for on-site venue management to oversee details
- Exhibitor registration and management
- Coordination of door / greeters / guest check in

- Pop-up banners & collateral materials
- Promotion on show floor
- Cleaning; wi-fi; badges

**Communications:**

- Calling & planning committee meetings
- Media relations (media releases; promotion of companies for editorials; invites to events etc.)
- Reports and itineraries (companies; partners; committee; etc.)
- Information requests (partners; exhibitors etc.)
- Survey development, distribution and tabulation
- Post event reports, follow-ups and KPI tracking including 3 month & 6 month follow-ups
- Prepare an inventory / lead list of clients who visited the Showcase

**Other:**

- Complete applications for Fed Nor funding on behalf of the City
- Coordinate room block
- Work with event committee to secure SME Exhibitors sufficient to cover the projected revenues in the Budget Projections
- Manage project budget to ensure compliance and work with City to prepare reports for funding agencies.

**PROPOSED FEES: \$42,000 per project year (contingent on funding)**

Fees include all services listed above as well as project management and telephone calls with client, supplier liaison time. All applicable taxes, design, printing, venue, and/or other associated costs are extra. Additional disbursements such as event registration fees, travel and accommodations to event, travel to committee meetings are extra and must be reasonable expenses as approved by the NOMS Committee budget.

**Payment Terms:**

Year 1	50% of year 1 fees to be invoiced and paid upon contract signing 25% of year 1 fees to be invoiced and paid in January 2016 25% balance of year 1 fees to be invoiced and paid in April 2016
Year 2	50% of year 2 fees to be invoiced and paid in May 2016 25% of year 2 fees to be invoiced and paid in January 2017 25% balance of year two to be invoiced and paid in April 2017
Year 3	50% of year 2 fees to be invoiced and paid in May 2017 25% of year 2 fees to be invoiced and paid in January 2018 25% balance of year two to be invoiced and paid in April 2018

---

*For questions regarding this proposal, please contact:* **Marla Tremblay, President**  
**Markey Consulting**  
t: 705-499-6267 | e: [mtremblay@markeyconsulting.com](mailto:mtremblay@markeyconsulting.com)



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**Subject:** Naturallia 2015 - Sudbury

**Report No.:** CGP-025-2015  
**Agenda Date:** May 5, 2015

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**Attachments:**

**Appendix 01:** Head of Delegation Invitation Letter

**Appendix 02:** Naturallia 2015 Presentation

**Appendix 03:** Partnership Agreement

**Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-025-2015;
2. That Council approves the City's participation in Naturallia 2015 (November 11-13, 2015) and the attendance of the Economic Development Officer at the event; and
3. That Council agrees to enter into a partnership agreement with Naturallia 2015 appointing the Economic Development Officer as the Head of Delegation for Temiskaming Shores area.

**Background**

The concept of business to business matchmaking events has been around for many years. The intent of the program is to enable business people to sit face to face for 10 minute sessions to discuss mutually beneficial business opportunities. RDÉE Ontario ran the first event in Timmins in 2004. The event had limited success due to a limited marketing budget and lack of support from regional partners.

In 2013, RDÉE and the City of Sault Ste. Marie partnered to put on the second event. FedNor stepped forward with funding support not only to support the event, but to enable RDÉE staff to go around the north to meet with municipal and business stakeholders to get their buy in. The City agreed at that time to be a Head of Delegation for Temiskaming. We participated in the event and brought three partners from our region, Nor Arc, Temfund, and MaJIC, to meet with other participants from around the world.

In Sault Ste. Marie, over 200 participants attended the event from seven countries including over 60 Northern Ontario companies.

**Analysis**

In November 2015, the City of Sudbury will be hosting Naturallia 2015. Once again, RDÉE is asking regional municipalities to come on board to assist them to find businesses to attend the event and participate in the matchmaking sessions (See Appendix 01).





**NATURALLIA**  
**S U D B U R Y**  
 1 1 / 1 1 - 1 3 / 2 0 1 5

*Powered by natural resources*  
*Propulsé par les ressources naturelles*

Dear partner,

On behalf of Naturallia 2015, I have the pleasure of inviting you to participate as a Head of Delegation to Canada's leading business alliance forum on natural resources. This 4th international edition will be held in Sudbury, Ontario, November 11-13, 2015.

It would be an honor to have you among our Heads of Delegation.

Registration as a Head of Delegation is limited as the maximum capacity of the event is 300 enterprises.

International attendance should represent between 30% and 40% of global participation. We have already identified partners in 14 countries and are hoping to add more.

After our first experience in Rouyn-Noranda, Québec in 2002 followed by Timmins in 2004 and a fantastic Naturallia 2013, we can proudly announce that Naturallia 2015 promises to be a blast!

In order to register as a head of a delegation, it is important that you send us the completed partnership agreement, or contact us as soon as possible. This will allow us to coordinate our travel arrangements so that we can support you with information sessions, training, or individual meetings in your regions. If you would like we can also assist in arranging off program meetings prior to, or after Naturallia 2015.

As soon as you return us the Head of Delegation Partnership agreement signed, we will provide you with a promotional package in order to facilitate your recruitment process (templates, e-logos, Q&As, etc).

Initiated by RDÉE Ontario Alliances, and proudly supported by the Governments of Canada and Ontario respectively represented by FedNor and Northern Ontario Heritage Funds Corporation, Naturallia 2015 is being hosted by NORCAT, Greater Sudbury Economic Development Corporation, CEMI (Centre for Excellence in Mining Innovation), le Collège Boréal, SAMSSA (Sudbury Area Mining Supply and Service Association) and a string a Northern Ontario economic development organizations. The aim is to offer a unique business-to-business matchmaking event that enables companies to establish relationships and pursue collaboration opportunities.

A business matchmaking forum is a powerful tool for SMEs (Small and Medium size Enterprises) to facilitate the search for a local, regional, national or international business's alliance in the natural resources sectors.

This year, Naturallia 2015 will bring together more than 300 companies and SMEs, from over 14 countries in sectors including:

- Advanced manufacturing;
- Mining supply and services;
- Value-added forest products and processes;
- Smart energy development, supply and services.

Find out more by visiting [www.naturallia.com](http://www.naturallia.com).

Please complete and return the partnership agreements signed or contact us for any specific information at [myriam@naturallia.com](mailto:myriam@naturallia.com) or at +1 (819) 827 8618.

Sincerely,

**ALAIN THIVIERGE**  
**Naturallia Director**  
[alain@naturallia.com](mailto:alain@naturallia.com)



**NATURALLIA**  
**S U D B U R Y**  
**1 1 / 1 1 - 1 3 / 2 0 1 5**

*Powered by natural resources*

*Propulsé par les ressources naturelles*

*Canada's leading business alliance forum on natural resources*



# NATURALLIA 2015

- Where: **Sudbury, ON**
  - When: **11 / 11-13 / 2015**
  - What:
    - An international business alliances forum SMEs (Small and Medium Enterprises) centered in the natural resources industry
    - 4 specific sectors
    - Over 300 business leaders in attendance
    - 14+ countries represented
    - Over 2,000 B2B pre-programmed meetings
- Countless handshakes and opportunities to seize and much more...



# Why It's Necessary

- Globalization accelerates market cycles,
- Regions that work as a unit are more competitive, making networking crucial to success,
- SMEs are at the core of our economy, they create jobs and drive innovation,
- Naturallia offers a venue where partners can be found, opportunities discussed, ideas shared and business gets done!

# NATURALLIA 2015



- Naturallia is a business-to-business matchmaking forum (speed-dating for businesses).
- An ever globalizing world requires SMEs to network and connect locally, regionally, nationally and internationally to foster growth in the key sectors of the natural resources industry.
- Competition for scarce resources forces collaboration.
- Business alliances provides added resources for SMEs.
- Big corporations outsource the best SMEs worldwide.

NATURALLIA  
S U D B U R Y

# Why do you need Business Alliances?

- In the face of competition or against uncertainty
- To increase market share or complete product's line
- To increase the return on investment
- For economies of scale or for subcontracting...
- For the optimization of operations
- For research and development and Innovation
- Creates diversification and exploits synergies
- For technology transfer or licensing
- To get new ideas, collaborate and increase the quality of participating networks



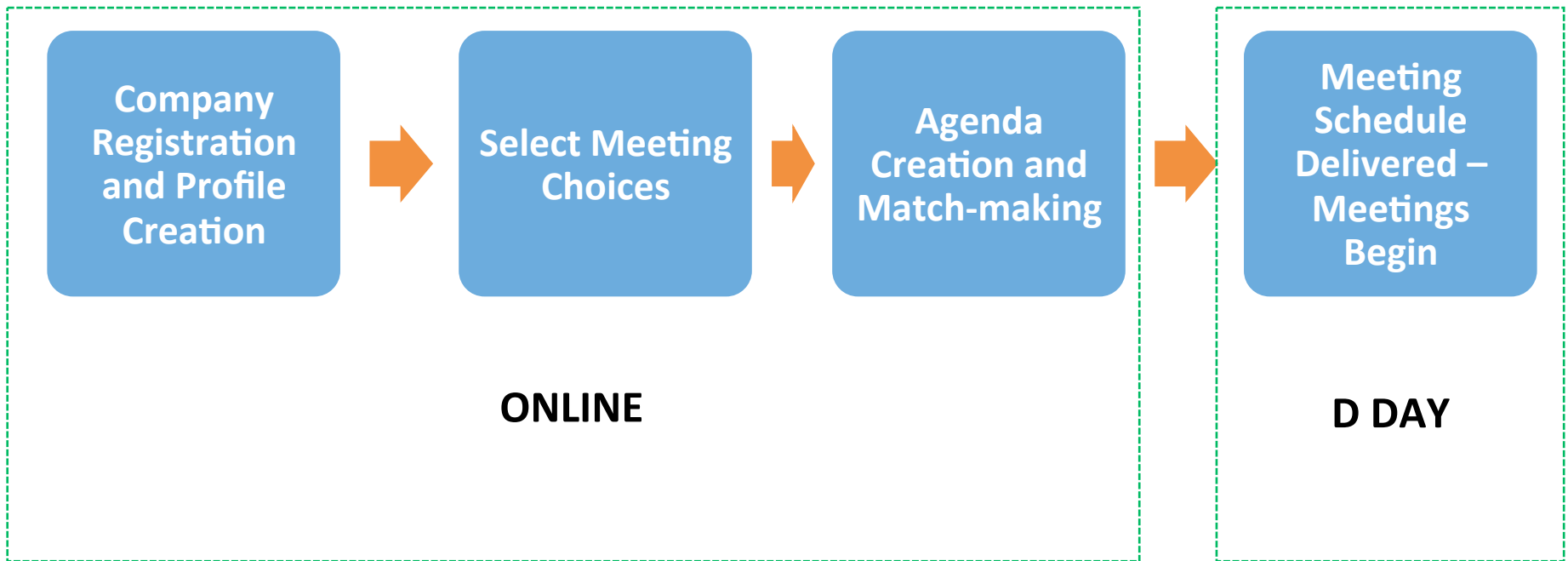


# How it Works

1. Participating SMEs create an online profile;
2. Company profile's are integrated into Naturallia directory;
3. Participants then select the companies they would like to meet with (up to 20) based on their needs and potential synergies;
4. Naturallia organizes the matchmaking sessions based on participants' requests for appointments;
5. Participants are then provided with a Naturallia agenda and are set up with 12 to 14 business to meet with during the event;
6. The participant's agenda provides a series of win-win business opportunities that will contribute to strengthen their business model.



# How it Works



# SCHEDULE EXAMPLE



VOTRE PLANNING YOUR SCHEDULE

PARTICIPATING COMPANY Inc.  
Mr Participant

Jeudi 29 avril - Thursday, 29th April

08:00 - 09:15	Accueil et enregistrement des participants - Registration	
09:15 - 09:45	Session d'accueil de Futurallia - Futurallia Opening ceremony	
10:00 - 10:30	2ème étage 2nd floor <b>Table J7</b>	<b>Nom de l'entreprise rencontrée</b> M. Aidan HUGHES Parle : ANGLAIS Portugal 4994 Demande réciproque - mutual request
10:30 - 11:00	2ème étage 2nd floor <b>Table J7</b>	<b>Name of the company met</b> M. Dragoș FLORESCU, Directeur général Parle / speaks : ROUMAIN - un interprète sera présent / an interpreter will be present Roumanie 4917 Demande réciproque - mutual request
Pause café - Coffee break and visit of stands		
11:30 - 12:00	2ème étage 2nd floor <b>Table J7</b>	<b>Nom de l'entreprise rencontrée</b> M. Eric GROSJEAN Parle : FRANÇAIS Belgique 418 Vous êtes demandé(e) - you are requested
2ème étage 2nd floor <b>Table J7</b>		
<b>Name of the company met</b> M. PAUL ZONGO, DIRECTEUR GENERAL Parle : FRANÇAIS Burkina-Faso 4749 Vous êtes demandeur - on your request		

Naturallia 2015



NATURALLIA SUDBURY

10:00 - 10:30	2ème étage 2nd floor <b>Table J7</b>	<b>Nom de l'entreprise rencontrée</b> M. Aidan HUGHES Parle : ANGLAIS	Portugal 4994 Demande réciproque - mutual request
10:30 - 11:00	2ème étage 2nd floor <b>Table J7</b>	<b>Name of the company met</b> M. Dragoș FLORESCU, Directeur général Parle / speaks : ROUMAIN - un interprète sera présent / an interpreter will be present	Roumanie 4917 Demande réciproque - mutual request
Pause café - Coffee break and visit of stands			
11:30 - 12:00	2ème étage 2nd floor <b>Table J7</b>	<b>Nom de l'entreprise rencontrée</b> M. Eric GROSJEAN Parle : FRANÇAIS	Belgique 418 Vous êtes demandé(e) - you are requested
12:00 - 12:30	2ème étage 2nd floor <b>Table J7</b>	<b>Name of the company met</b> M. PAUL ZONGO, DIRECTEUR GENERAL Parle : FRANÇAIS	Burkina-Faso 4749 Vous êtes demandeur - on your request

Pause café - Coffee break and visit of stands		
10:30 - 11:00	Rez-de-chaussée Ground floor <b>Table A31</b>	<b>Nom de l'entreprise rencontrée</b> M. Dimitar DIMITROV, Directeur commercial Parle : BULGARE, ANGLAIS Bulgarie 4440 Demande réciproque - mutual request
11:00 - 11:30	Rez-de-chaussée Ground floor <b>Table A23</b>	<b>Name of the company met</b> M. Jean-Claude BESSON, Sales Manager Parle : FRANÇAIS, ANGLAIS, ALLEMAND Suisse 204 Demande réciproque - mutual request
12:00 - 12:30	Session de clôture de Futurallia - Futurallia closing ceremony	
12:30 - 14:00	Déjeuner à l'hôtel Plaza / Lunch at the Plaza Hotel	
14:00 - 17:00	Rendez-vous complémentaires libres ou programme de visites Free additional meetings or organised tours	
20:00 - 23:00	Soirée Internationale - International evening	



NATURALLIA  
S U D B U R Y

# NATURALLIA 2015 - AGENDA

## TUESDAY & WEDNESDAY, NOVEMBER 11TH

- 8:30 am to 4:00 pm Registration
- 9:00 am to 5:00 pm Industrial tours

## WEDNESDAY

- 6:00 pm to 9:00 pm Opening Ceremony

## THURSDAY, NOVEMBER 12<sup>TH</sup>

- 8:00 am to 9:00 am Breakfast and Speakers
- 9:30 am to 10:30 am Matchmaking kick-off
- 10:30 am to 12:00 pm **3 meetings**
- 12:00 pm to 2:00 pm Lunch and Speaker:
- 2:00 pm to 4:30 pm **5 meetings**
- 4:30 pm to 7:00 pm Free time / Networking
- 7:00 pm to 11:00 pm International Gala Dinner with keynote speaker

## FRIDAY, NOVEMBER 13TH

- 8:00 am to 9:00 am Breakfast and Speaker:
- 9:00 am to 12:00 pm **6 meetings**
- 12:00 pm to 1:30 pm Lunch and Speaker:
- 1:30 pm to 4:30 pm 3 Sector seminars
- 4:30 pm to 6:30 pm Free time / Networking
- 6:30 pm to 10:00 pm Closing Ceremony and International evening



# Participating Countries

- FINLAND
- SWEDEN
- DENMARK
- GERMANY
- FRANCE
- AUSTRIA
- RUSSIA
- CHINA
- INDIA
- ITALY
- CHILE
- PEROU
- COLOMBIA
- MEXICO
- USA
- SOUTH AFRICA
- WEST AFRICA countries
- RDC
- ALGERIA / TUNISIA
- AND MORE...



NATURALLIA  
S U D B U R Y

# NATIONAL NETWORKS

- RDEE NETWORK
- CENTRALLIA & WTC NETWORK
- ONTARIO
  - Natural Resources
  - NOHFC
- FEDERAL GOVERNMENT
  - Natural Resources
  - FedNor
  - NSERC
  - EDC
- CHAMBERS OF COMMERCE NETWORK
- CANADIAN MANUFACTURERS AND EXPORTERS NETWORK
- OTHER PROVINCES
- A STRING OF LOCAL EDC
- AND MUCH MORE

# Naturallia 2013



Over 15 countries represented!  
Register before September 30, 2013  
Plus de 15 pays représentés!  
Enregistrez-vous avant le 30 septembre 2013!



@naturallia2013

facebook.com/naturallia2013

[www.naturallia.com](http://www.naturallia.com)

Canada's leading business alliance forum on natural resources.

Le principal forum d'alliances commerciales du Canada dans le domaine des ressources naturelles.



NATURALLIA  
S U D B U R Y

# NATURALLIA 2013 - Results

- Over **200** SMEs and Organisations participated in 2013.
- **7** countries were represented: Canada – from coast to coast, the United States, Mexico, Colombia, Chile, Germany and Finland\*.
- **1000+** formal and informal business meetings
- **Over 60** Northern Ontario companies and organisations have participated and contributed to the event's success.
  - **25+** SMEs have participated in the forum
  - **10+** Sponsoring private companies and national institutions
  - **25+** economic development Organisations

\*Visa issues for developing countries has resulted in 34 registration cancellations

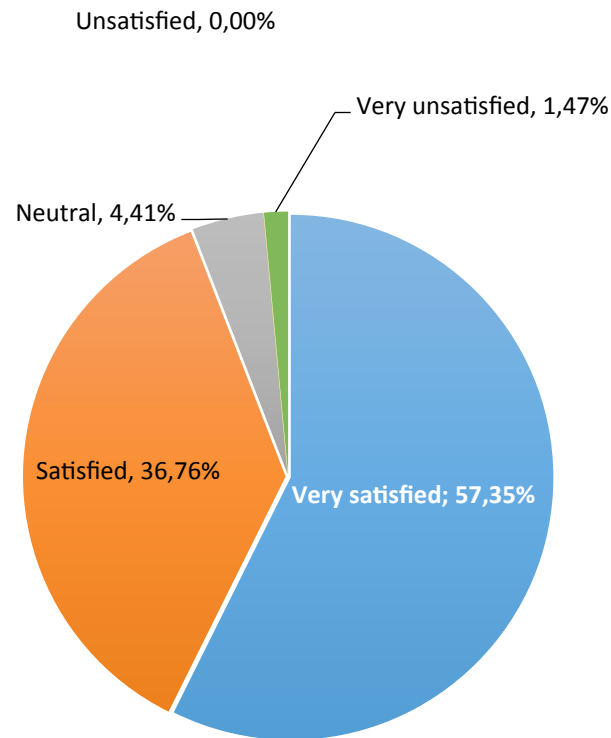




# Naturallia 2013 key indicators

**95 %** rate of satisfaction\*

\*Survey response rate at 60%

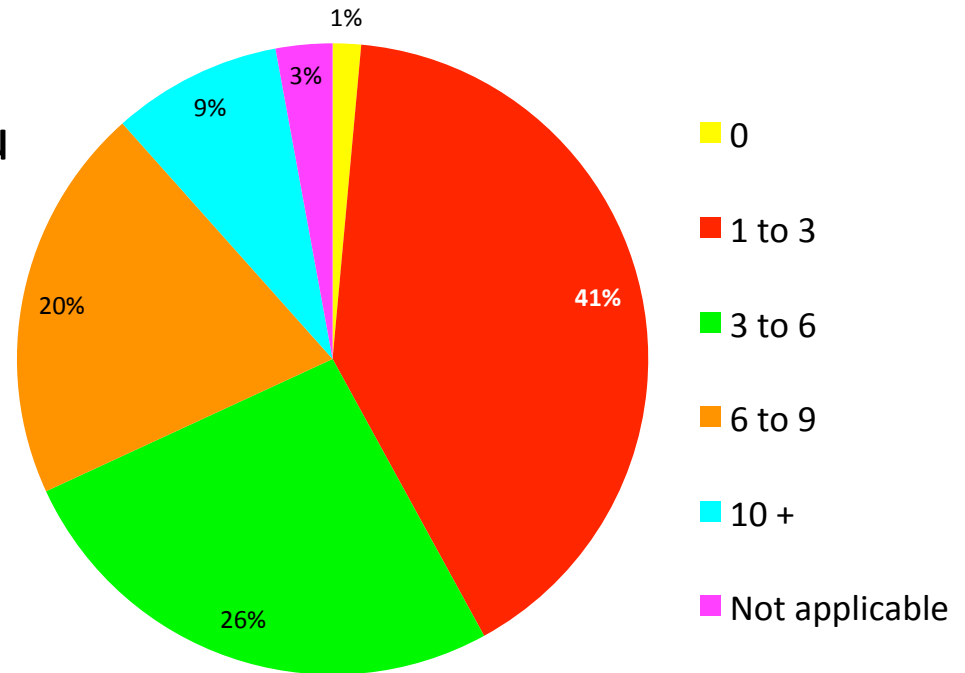




# Naturallia 2013 key indicators

## Survey Results:

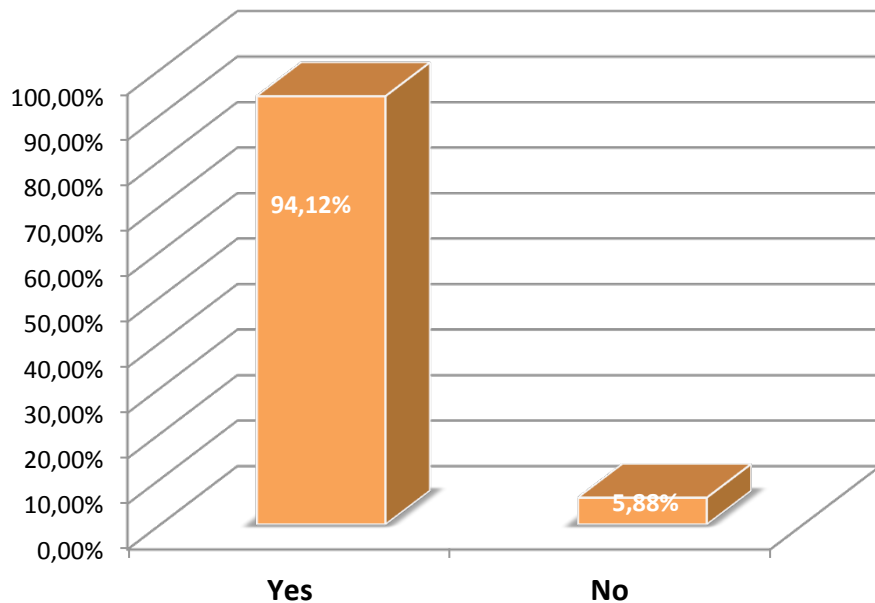
- How many business opportunities or leads did you generate as a result of your participation?



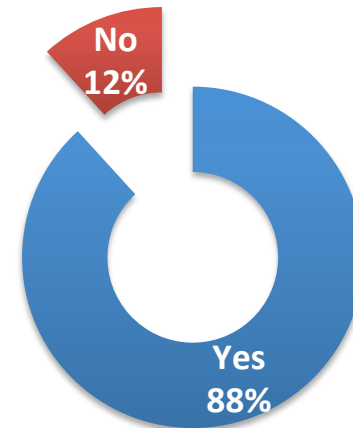


# Naturallia 2013 key indicators

Would you recommend this event to other business leaders and entrepreneurs?



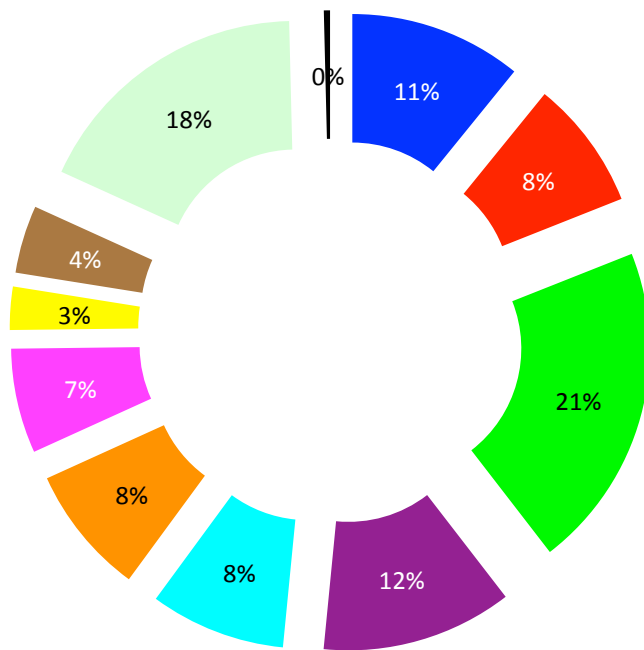
Would you be interested in participating in a future edition of Naturallia?





# Naturallia 2013 key indicators

- What follow-up actions do you plan to take? (Multiple responses)



- Conclude a new business deal or partnership (contract, agreement, Memorandum of Understanding, etc.)
- Submit a business proposal
- Exchange information with meeting partners
- Schedule meetings (face-to-face, telephone, etc)
- Exploratory visit to a new market
- Host an upcoming visit
- Additional market research
- Adapt your product or service to meet standards/regulations
- Tailor your marketing/sales strategy to the target region(s)
- Maintain contact for long-term follow-up

# NATURALLIA 2013 - Testimonials



NATURALLIA  
S U D B U R Y

*« J'ai grandement apprécié l'évènement : les contacts que j'ai fait sont de bonne qualité! Les rencontres informelles que j'ai faites dans les corridors entre 2 rendez-vous ont été aussi intéressantes que celles planifiées. Les présentations des conférenciers étaient très intéressantes, surtout celles de Sonya Gulati de la banque TD. Les bénévoles ont fait du bon travail. Merci à tous! »* **Noémie Rouleau, IMAFS**

*« La délégation du Saguenay est très heureuse de l'activité. Les commentaires reçus sont positifs :*

- *bons contacts;*
- *les entreprises participeraient à nouveau à une mission de ce genre;*
- *certains ont fait des soumissions, d'autres développé des partenariats commerciaux. »* **Nadine Brassard, Serdex International, chef de délégation**

# NATURALLIA 2013 - Testimonials



*« Early in October I went to four conferences in Toronto in one week and talked to 248 people because I used 248 business cards out of a box of 250. I only talked to 75 at Naturallia but I have many more opportunities out of Naturallia than the other four conferences combined. I believe the B2B matchmaking is the reason. The participants are very focused know why they are at the conference. »* Terry Avery, Invest New Brunswick

*"Our team Finland took part in numerous intensive b2b-sessions. That gave us very wide perspective of opportunities for joint venture and development projects in Canada. This is exactly what we need to do in order to advance Canada/Finland business expansion in the sector of natural resources. Due the quality of meetings that our R&D + technology provider team had, we identified many positive and concrete project leads. I can't wait to take next steps onwards!"* Matti Kymenvaara, chef de la délégation finlandaise

# Naturallia 2013 Video presentation



- Video of Naturallia 2013

<https://vimeo.com/m/79643622>

- “Password is *naturallia*”.

# SEE YOU SOON!



**NATURALLIA**  
S U D B U R Y  
1 1 / 1 1 - 1 3 / 2 0 1 5



# HEAD OF DELEGATION PARTNERSHIP AGREEMENT



Naturallia 2015 is a unique and highly effective business-to-business matchmaking event designed to identify and enable companies to establish productive and practical working relationships between businesses in targeted sectors, including:

- **Value Added-Forest Products and Processes**
- **Mining Supply and Services**
- **Smart Energy Development**
- **Advanced Manufacturing**

This event is an ideal opportunity for local, regional, national and international exposure for all sector representations.

At the core of the Naturallia concept are a series of prearranged one-on-one meetings that allow companies to quickly connect and find ground for common opportunities. Naturallia 2015 participants experience an action packed 3 days where everything has been optimized to deliver real value and results.

**When: November 11 - 13, 2015**

**Where: Greater Sudbury, Ontario, Canada**

For more information, please visit [naturallia.com](http://naturallia.com)

## Why become a Head of Delegation

Economic development officers from around Canada and the world will select the best companies from their area according to their expansion potential as well as their high value for business matchmaking. As a Head of Delegation, you will:

- Allow your delegation's participants to accelerate their growth by bringing them to a "business alliances exchange" where they will access new opportunities.
- Find an unparalleled opportunity to open new doors for international trade and investment in North America and beyond.
- Promote your market or region to the international business community
- Identify trade opportunities for companies in your market
- Expand your network of companies conducting international trade, and increase your client base
- Establish valuable relationships with trade representatives from around the world and from across Canada.
- Enhance your organization's leadership role in trade facilitation, investment attraction, and economic development by partnering with a premier global business to business event
- Promote your own events, conferences and forums to an unique audience of national and international business leaders.



## 1. UNDERTAKINGS OF THE PARTIES

Naturallia 2015 and the below-mentioned “Head of Delegation” undertake the implementation of an active collaboration, which is essential to the success of Naturallia 2015.

### **1.1 Commitment of Naturallia 2015 organization.**

Upon receipt of \$ 1 250\* for one person per company, Naturallia will register the participant from your delegation and provide one passport giving access to the following services and activities:

Identification	Description	Price *\$ 1,050 prior June 19th
3-Day Passport	<ul style="list-style-type: none"> <li>• (3) Match-making sessions up to 14 planned meetings</li> <li>• (1) Invitation to the Opening cocktail</li> <li>• (2) Breakfast conferences</li> <li>• (2) Lunch conferences</li> <li>• (1) Invitation to the Gala dinner</li> <li>• (1) Invitation the International evening</li> <li>• (1) Registration for two days of industrial visits and activities</li> <li>• (3) sectorial Round Tables</li> <li>• (4) Health breaks</li> </ul>	<p>\$ 1,250 (CAD \$ for Canada) (USD \$ international)</p> <p>Note : Second participant from the same company without agenda of meetings: \$550 (CAD \$ for Canada) (USD\$ international)</p>

- Advertise in Naturallia 2015 catalogue (English, French) with a half-page description of each of the companies enrolled in your delegation.
- Provide participating company with an agenda of up to 14 meetings. A matchmaking software generates the agenda based on all participating companies wishes for meetings.
- A Head of Delegation with a delegation comprising a minimum of 5 SMEs will get a free exhibition space on a first come first serve basis until sold out. The space will include a table, chairs, identification and an internet access (value of \$ 3, 000). The Head of Delegation must inform Naturallia 2015 of any specific needs: projector, television, etc (regular charges apply).
- Arrange the presence on site, throughout the event, of a team of interpreters covering the following languages: English, French, (and other upon request to Naturallia 2015).
- Make available to the Head of Delegation one complete catalogue for each company enrolled in the delegation.
- Make available to the Head of Delegation the services of Naturallia 2015 team upon request.
- Provide a local support of a representative during the promotional phase in order to assist you with your recruiting of participating enterprises upon agreement with Naturallia 2015. (With webinars, information session or a workshop on business alliances, press conference, etc.
- Negotiate special rates with selected hotels for your booking of rooms (rooms are paid by each participant).



- Provide a **\$200 commission** for every private company you register and bring to Naturallia 2015 (receive **bonus incentives** if you bring **8 or more companies**):
  - **Commission is increased to \$250 per registered company** (8 companies x \$250 = \$2,000)
  - **Commission** will be paid if and only if 75% of your participating companies have filled up the post Naturallia survey.
- Naturallia 2015 reserves the right to refuse participation to a company where a valid reason exists.

## **1.2 COMMITMENT OF THE HEAD OF DELEGATION**

- Promote Naturallia 2015 to pre-qualified companies within its sphere of influence in order to recruit them in your delegation.
- Guide participants through the registration process, support on-site participation in match-making meetings, and facilitate the logistics of this international business forum. If part of your mandate, you will carry on your work with your companies after the event to support follow-up activities and help translate new business leads into sustainable business relationships.
- Forward by October 2nd, 2015 the definitive list of participating persons or companies for publication in the catalogue.
- Use the services of Naturallia 2015 representative for the purposes of Naturallia 2015 promotion in your area.
- Inform the persons or companies in its delegation that travelling costs to Sudbury Ontario, Canada, hotel accommodation, personal expenses, phone calls, etc. shall be at their own expense. Naturallia 2015 will not reimburse registration fee after October 1st, 2015.
- Ensure that the participating companies complete the evaluation and follow-up survey and that these are returned to Naturallia 2015: at the event or before the end of November 2015. A second survey will be conducted after one year. These questionnaires will be used to assess Naturallia 2015's impact; to measure the satisfaction of participants; to identify the trade agreements and alliances resulting from the event. This evaluation will be used to complete Naturallia 2015 final report and to inform our financial partners.
- The Head of Delegation will make sure the registration fees are paid from all the enrolled persons or companies from its delegation as agreed with Naturallia 2015. After the payment is cancelled online, the participant will receive a user name and password needed to complete their profile.



## 2. IDENTIFICATION OF THE PARTIES

### 2.1 HEAD OF DELEGATION

**IDENTIFICATION:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **POSTAL / ZIP CODE:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

E-mail: \_\_\_\_\_

Represented by: Name: \_\_\_\_\_ Title: \_\_\_\_\_

The Head of Delegation confirms its intent to participate in this event and agrees to the following rules and responsibilities described in the present partnership agreement.

### **Terms and Conditions**

#### **Event Evaluation**

- In order to claim the commissions and other benefits, the Delegation Leader must complete a Post-event Evaluation Questionnaire. Delegation Leader will ensure that a minimum of 75% of their participants complete and submit the Post-event Evaluation Questionnaire.

#### **Commissions**

- All figures shown are in US dollars for international participants only. But commissions will be paid in Canadian dollars for all. Organizers will not be responsible for currency exchange fees. All commissions and incentives will be paid post-event.
- All benefits are calculated per agenda generated, not per person (e.g. 2 persons registered from 1 company with one agenda of meetings = \$200 in commission; 2 persons registered from 1 company with 2 agendas paid full price = 400\$ commission).
- Each recruited company must pay their registration fee in full and attend Naturallia 2015 to be eligible for the Delegation Leader to receive the commission.
- Commissions are only paid where private sector companies are recruited. Although a Delegation Leader may wish to invite a public sector organization to attend, Delegation Leaders do not receive commission for public sector participants. Naturallia 2015 is first and foremost a business event.
- If 8 or more companies are recruited, the commission is increased to \$250 per company (e.g. 10 companies = 10 x \$250 = \$2500).
- If 10 or more companies are recruited, the Registration Fee of the Delegation Leader will be reimbursed after the event along with the commissions. The Delegation Leader is entitled to one free registration fee for every 10 companies recruited.
  - e.g. 10 companies recruited = 1 free registration
  - e.g. 17 companies recruited = 1 free registration
  - e.g. 20 companies registered = 2 free registrations



The benefit of one free registration per 10 companies does not include hotel accommodation.

With 5 or more companies recruited and payment received; the Delegation Leader is entitled one free exhibitor booth space on a first come first serve basis until sold out.

Booth space must be reserved in advance with Naturallia 2015 organizers if the Delegation Leader would like to be eligible for this benefit. Contact the Organizers to reserve your space. Those who request this option will be expected to set up and exhibit for the duration of the event (November 11-13, 2015).

**Registration and Payment Procedure**

Delegation Leaders must select either a Participant registration with agenda or an Exhibitor Package (with a delegation of minimum 5 SMEs). To be eligible to receive incentives, Delegation Leaders must pay their registration fee at least 2 months before the event. The same early bird rates (before June 19th, 2015) / full rates apply as any other participant.

To be guaranteed an Exhibitor space, the Delegation Leader should register for an Exhibitor Package. Exhibitor Booth space will be awarded on a first come, first served basis and based on availability. A limited number of booths are available in the Exhibition space. Booth space will be made available to paid Exhibitors as a first priority. Remaining booths will be assigned to Delegation Leaders who meet the 5+ company criteria on a first come, first served basis (as per date of Delegation Leader Agreement form. There will be no refund for booth cancellation.

**3. VALIDITY OF THE HEAD AGREEMENT**

This partnership agreement becomes effective as of the date on which the parties sign them. Either party giving written notice to the other by means of a letter may cancel it.

PRINT NAME \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_  
Head of Delegation

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**Subject:** Amendments to Traffic and Parking  
By-law No. 2012-101 – Paget Street

**Report No.:** CGP-026-2015  
**Agenda Date:** May 5, 2015

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### **Attachments**

None

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-026-2015;
2. That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-101 (Traffic By-law) for consideration at the May 19, 2015 Regular Council meeting;
3. That Council directs staff to provide Public Notice of Council's intent to amend the Traffic By-law to restrict parking on the East side of Paget Street effective June 1, 2015.

### **Background**

The section of Paget Street from Whitewood Avenue to Spruce Street is a narrow roadway that experiences a significant amount of vehicle and pedestrian traffic during business hours. When vehicles are parked on both sides of the street it is difficult, if not impossible, for two vehicles to pass in opposite directions. With a number of residences, businesses, social service agencies and the post office located on Paget Street along with its placement in the downtown core, Paget Street is one of the busier side streets within the municipality. At this time Paget Street has a 90 minute parking time limit that is in effect from 9 a.m. to 6 p.m. Monday to Saturday.

### **Analysis**

Parking restrictions on Paget Street have been discussed by the Protection to Persons and Property Committee and the Committee determined that some changes should be made to allow for better traffic flow. Specifically, that one side of Paget Street be made a 'no parking' zone during business hours. Staff measured the amount of usable space for parking and determined the east side of Paget Street from Whitewood Avenue to Spruce Street has 93 meters of space (including the accessible parking space). The west side of Paget Street from Whitewood Avenue to Spruce Street has 96 meters of usable space.

Staff consulted with the Fire Department and Public Works and both departments expressed a preference for a 'no parking' zone on the east side of the street. The Fire

Department advised that when responding to calls from the New Liskeard Station it would be preferable for the northbound lane of Paget Street to be unobstructed with parked vehicles. Accordingly, at a recent PPP committee meeting staff proposed making the east side of Paget Street from Whitewood Avenue to Spruce Street a 'no parking' zone from 7 a.m. to 5 p.m. on Monday to Friday. This restriction is the same as what is in effect on Mary Street, John Street, Niven Street North and a section of Dymond Street.

The PPP Committee discussed this recommendation and determined that the 'no parking' zone should encompass the east side of Paget Street from Whitewood Ave to Dymond Street during the hours indicated above. Should Council wish to amend the Traffic By-law to implement this restriction the accessible space on the east side of Paget Street adjacent to the former Northern Tel office will need to be relocated. Staff recommends the accessible parking space be moved to the west side of Paget Street adjacent to the physiotherapy clinic.

In order to implement the proposed amendments a number of changes would need to be made to the Traffic By-law. These changes are detailed below.

**Appendix 9 - Table (d) Parking is limited to 90 minutes, between 9:00 a.m. and 6:00 p.m. Monday to Saturday**

14	Paget Street	Both	Whitewood Avenue	Church Street
<i>Becomes:</i>				
14	Paget Street	West	Whitewood Avenue	Church Street

**Appendix 9 - Table (f) Parking is prohibited during specified time periods.**

	Street	Side	From	To	Time period
8	Paget Street	East	Whitewood Avenue	Dymond Street	Between 7:00 a.m. and 5:00 pm daily excluding Saturday, Sunday and Statutory Holidays.

*Note: Table (f) currently has 10 lines, lines 9 and 10 will shift down to become 10 and 11*

**Appendix 18 - the following areas shall be designated as accessible parking spaces:**

	Street	Intersection	Directional Location	Description
15	Paget Street	<i>Blank</i>	East side of Paget Street	One parking stall in front of the Northern Telephone building
<i>Becomes:</i>				
15	Paget Street	<i>Blank</i>	West side of Paget Street	One parking stall in front of 30 Paget Street

Staff proposes to notify the public of the proposed changes by mailing a notice to each property owner on Paget Street between Whitewood Avenue and Dymond Street as well as posting a notice in the Community Bulletin and on the City’s website and Facebook page. The effective date of the change would be June 1, 2015.

**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

Should the by-law be amended the Public Works Department will need to change signs and possibly install more posts along Paget Street.

**Alternatives**

An alternative option is to leave existing parking restrictions in effect on Paget Street.

**Submission**

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council’s consideration by:
“Original signed by”	“Original signed by”	“Original signed by”
_____	_____	_____
Matt Del Monte By-law/Property Standards Officer	Karen Beauchamp, MCIP, RPP, CMO Director of Community Growth and Planning	Christopher W. Oslund City Manager



---

**Subject:** BIA Business Development Internship

**Report No.:** CS-016-2015  
**Agenda Date:** April 21, 2015

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### **Attachments**

**Appendix 01:** Business Development Coordinator Intern Position Job Description

**Appendix 02:** FedNor Funding Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-016-2015; and
2. That Council directs staff to prepare the necessary by-law to enter into a Funding Agreement with Her Majesty the Queen in Right of Canada to provide support of up to \$31,500 towards the hiring of a Business Development Coordinator Intern for the New Liskeard Business Improvement Area for consideration at the May 5, 2015 Regular meeting of Council.

### **Background**

On February 26, 2015 the New Liskeard Business Improvement Area Board of Management passed a motion to request assistance from City staff to submit a funding application for a Business Development Internship Position. The funding application was submitted and on March 30, 2015 the committee received approval.

### **Analysis**

The New Liskeard Business Improvement Area is a Board of Management established in accordance with Section 204 of the Municipal Act. Businesses in the Improvement Area pay an additional levy that is collected and administered by the City on behalf of the Board of Management. Any employees hired by the BIA are also paid through the City's payroll system.

City staff will be assisting with the hiring process and filling of the intern position in accordance with By-law 2013-053 (Hiring Policy). The Business Development Intern was posted in the City's Bulletin, website and Facebook page with a closing date of May 1, 2015. The successful candidate will work 35 hours per week from the BIA's dedicated office space at the Pool and Fitness Center.

The Intern will be responsible for the following:

- creating and implementing marketing strategies on behalf of the members of the BIA;

- organize events and activities within the downtown core;
- build a membership package to advise new members of the benefits of the organization;
- partner with other local business organizations to host training programs for smalls business; and
- coordinate “Town Hall” style meetings to enable members to present new ideas and address common issues of the membership.

The Intern will report directly to the BIA, however as the BIA’s Coordinator position is currently vacant, the Superintendent of Programming will oversee the Intern and provide guidance and administrative support when necessary including approving timesheets, etc.

Attached as Appendix 01 is the Job Description for the Business Development Intern.

**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

FedNor is providing up to \$31,500 in support of the position as per the agreement attached as Appendix 02. The remaining \$4,500 will be funded through the BIA’s operational budget which is administered by the City.

**Alternatives**

No alternatives were considered in preparation of this report.

**Submission**

Prepared by:

Reviewed and submitted for  
Council’s consideration by:

“Original signed by”

“Original signed by”

\_\_\_\_\_  
Shelly Zubyck, CHRP  
Director of Corporate Services

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

## **Business Development Coordinator Intern**

Department: New Liskeard Business Improvement Area  
Supervisor: Business Improvement Area Coordinator

### **POSITION OBJECTIVE**

Reporting directly to the New Liskeard Business Improvement Area Committee, the Business Development Coordinator Intern will be responsible for the marketing and event coordination of local events of the New Liskeard BIA.

### **DUTIES AND RESPONSIBILITIES**

1. Creating and implementing marketing strategies on behalf of the members of the BIA;
2. Organize events and activities within the downtown core;
3. Build a membership package to advise new members of the benefits of the organization;
4. Partner with other local business organizations to host training programs for smalls business; and
5. Coordinate town hall style meetings to enable members to present new ideas and address common issues of the membership; and
6. Performs other duties as assigned.

### **EDUCATION AND EXPERIENCE**

- Degree or Diploma from an accredited university or college in a related discipline, or equivalent job related experience in a similar field;
- Experience working in a collaborative manner with staff, teams, and community groups; and
- Experience in public engagement and program planning, coordination and delivery.

### **KNOWLEDGE**

- Work requires broad knowledge in a general professional which is normally acquired through post-secondary education.

- Proficiency in Microsoft Office applications and an understanding of basic social media use.
- Sound knowledge of office procedures and etiquette.

## **ABILITIES**

- Ability to work with participants of all ages and backgrounds;
- Organizational, administrative, research and report writing skills with the ability to prioritize demands as necessary;
- Excellent verbal, written, interpersonal, communication and presentation skills;
- Must work well as a team member and independently with minimal supervision and exceptional customer focus;
- Demonstrates ethical conduct, political sensitivity, discretion, integrity and reliability;
- Interacts skillfully and professionally with staff, Mayor and Council and external contacts to establish and maintain effective relationships; and
- Willing to adapt to change, learn and practice new skills.

## **WORK DEMANDS**

- Work is primarily assigned or self-directed as per duties and responsibilities with broad objectives and goals;
- Subject to interruptions and alterations of priorities when planning and carrying out duties;
- Frequent deadlines and a strong commitment to time management; and
- Physical ability to sit and use computer for long periods.

## **HEALTH AND SAFETY**

Responsible and accountable for:

- Compliance with workplace policies and procedures;
- Active participation in activities associated with workplace health and safety; and
- Identification and reporting of health and safety risks, accidents, incidents, injuries and property damage at the workplace.

The above-mentioned description is intended to describe the general nature and the principal functions of the internship, and shall not be interpreted as an exhaustive list of all possible job responsibilities and activities required of the internship. The responsibilities, tasks, and duties may differ from those outlined in the internship description, and that other related duties, as assigned, may be part of the internship.



Industry Canada

FedNor

19 Lisgar Street  
Suite 307  
Sudbury, Ontario  
P3E 3L4

Industrie Canada

FedNor

19, rue Lisgar  
Bureau 307  
Sudbury (Ontario)  
P3E 3L4

Protected B

Project Number: 851-807234

THIS AGREEMENT made as of: **APR 20 2015**

**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
as represented by the Minister of Industry  
(the "Minister")

**– AND –**

**The Corporation of the City of Temiskaming Shores**  
(the "Recipient")

WHEREAS in response to an application from the Recipient received March 30, 2015, the Minister has agreed to provide a non-repayable Contribution to the Recipient (the Minister and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

## 1.0 The Agreement

### 1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

Annex 3 – Recipient representation documents per section 8.0

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

- b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Minister.
- c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.
- d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

### 1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

### 1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

### 1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Minister (the "Date of Acceptance").

## 1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Minister under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

## 1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 11 – Indemnification and Limitation of Liability
- e) Section 12 – Default and Remedies
- f) Section 13 – General

## 2.0 **The Project**

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before August 1, 2015 (the "Commencement Date") and is completed on or before October 31, 2016 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Minister.

**3.0 The Contribution**

3.1 The Minister will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 90% of the incurred Eligible & Supported Costs of \$35,000 of the Project outlined in Annex 1, and
- b) \$31,500.

3.2 The Minister shall not normally contribute to any Eligible and Supported Costs incurred prior to March 30, 2015 or later than the Completion Date.

The Minister shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Minister may, at his or her sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Minister shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.



#### **4.0 Total Canadian Government Funding**

- a) The Minister and the Recipient hereby acknowledge that for purposes of this Agreement the Recipient has received no other federal, provincial, or municipal assistance for the Project.
- b) The Recipient shall promptly inform the Minister in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

#### **5.0 Intellectual Property**

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

#### **5.2 Copyright**

All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he or she may, from time to time, determine.

## 6.0 Claims and Payments

### 6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Minister. Each claim will include the following information:
  - i) a list of Eligible and Supported Costs incurred;
  - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
  - iii) any other documentation in support of the claim as may be required by the Minister.
- b) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Minister shall pay to the Recipient the Minister's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Minister's customary payment practices.
- d) The Minister may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Minister may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

## 6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Minister in scope and detail:
  - i) a final statement of total Project costs;
  - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
  - iii) a Final Activity Report on the Project;
  - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
  - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
- b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Minister no later than six (6) months after the Completion Date or early Termination Date of the Project. The Minister shall have no obligation to pay any claims submitted after that date.

6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Minister may in his or her absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he or she deems appropriate.

## 6.4 Holdback

Notwithstanding any other provision of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Minister;
- b) the Final Report has been submitted to the satisfaction of the Minister;
- c) audits, where required by the Minister have been completed to the satisfaction of the Minister; and
- d) the Minister has approved the final claim described in subsection 6.2.

## 6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Minister promptly and in any case no later than 30 days from the date of the Minister's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Minister.

## 6.6 Sharing Ratios

If the Minister makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

## 6.7 Advance Payments

Where the Minister is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Minister may, at his or her sole discretion, make advance payments to the Recipient.

## 7.0 Monitoring and Audit

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Minister to assess the progress of the Project (e.g. work completed to date). Upon request of the Minister and at no cost to him, the Recipient will promptly elaborate upon any report submitted.

- 7.3 The Minister may request that the Recipient submit to him a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Minister.
- 7.4 The Recipient shall provide to the Minister a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Minister's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Minister to conduct such independent audits and evaluations as the Minister in his or her discretion may require;
  - b) permit any authorized representatives of the Minister reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
  - c) supply promptly, on request, such information in respect of the Project and its results as the Minister may require for purposes of this Agreement and for statistical purposes.
- 7.6 The Minister shall have the right, at his or her own expense, and as and when he or she determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Minister under the provisions of this Agreement.
- 7.7 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Department of Industry officials, an independent auditing firm, and the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

## 7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

## 8.0 Representations

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement. A certified copy of the Charter for this organization together with a certified copy of the Resolution and/or by-laws authorizing this transaction is attached to this Agreement as Annex 3;
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
  - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
  - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
  - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
  
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
  
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

## **9.0 Announcements, Events and other Communications Activities**

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Minister in the form of a news release and/or media event. The Minister shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Industry Canada), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

#### **10.0 Official Languages**

10.1 The Recipient may carry out the Project in the official language of the Recipient's choice.

#### **11.0 Indemnification and Limitation of Liability**

11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Minister, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Minister, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.

11.2 The Recipient shall at all times indemnify and save harmless the Minister, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:

- a) the Project, its operation, conduct or any other aspect thereof;
- b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or



- c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Minister in the performance of his or her duties.

11.3 The Minister shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.4 The Minister, his or her agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

## 12.0 **Default and Remedies**

### 12.1 Events of Default

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Minister, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Minister, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Minister, there is a material adverse change in risk;
- f) in the opinion of the Minister, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or

- g) in the opinion of the Minister, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Minister, are beyond the control of the Recipient.

## 12.2 Notice and Rectification Period

The Minister may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Minister's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Minister may, in his or her discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Minister may in his or her sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Minister that it has taken the necessary steps to correct the condition, failing which the Minister may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Minister may decide.

## 12.3 Remedies

If the Minister declares that an event of default has occurred, the Minister may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Minister all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and
- d) exercise any other remedy available to the Minister at law.

**13.0 General****13.1 Canadian Goods and Services**

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. FedNor may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.

13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard when making any claim under this Agreement.

13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties.

13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.

13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.

- 13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the Interpretation Act R.S., c. I-23, as amended from time to time.
- 13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the Commercial Arbitration Act (Canada), and all regulations made pursuant to that Act.
- 13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.
- 13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.
- 13.12 It has not directly or indirectly promised or offered to any official or employee of the Minister, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.
- 13.13 The Recipient represents and warrants that:
- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the Lobbying Act, as amended from time to time;

- b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the Lobbying Act;
- c) at all relevant times it has been, is and will continue to remain in compliance with the Lobbying Act;
- d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
- e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Minister may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

#### **14.0 Notice**

- 14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

14.2 Any notice or correspondence to the Minister shall be addressed to:

Industry Canada/FedNor  
107 Shirreff Avenue, Suite 202  
North Bay ON P1B 7K8

Attention: Mrs. Denise Deschamps  
245 - BGC - Youth Internship (NFP)  
Northern Ontario Development Program

or to such other address as may be designated by the Minister in writing.

14.3 Any notice or correspondence to the Recipient shall be addressed to:


Mayor Carman Kidd  
Mayor  
The Corporation of the City of Temiskaming Shores  
325 Farr Drive  
Haileybury ON P0J 1K0

14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 851-807234

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA** as  
represented by the Minister of Industry

Per:   
Name: Aime J. Dimatteo  
Title: Director General, FedNor  
Date: APR 20 2015

**RECIPIENT**

Per:  
Name:  
Title:  
Date:

Per:  
Name:  
Title:  
Date:

I/we have authority to bind The Corporation of the City of  
Temiskaming Shores

**THE PROJECT - STATEMENT OF WORK**

Recipient: The Corporation of the City of Temiskaming Shores

Project Number: 851-807234

**I. PROJECT SCOPE**

i) Description:

Hire a youth intern who meets the basic selection criteria as outlined in Annex 1

a). Key activities to be undertaken by the youth intern include:

- create and implement a marketing strategy on behalf of the BIA members;
- organize new events and activities to attract more traffic to the downtown core;
- build a member database and research the benefits of expanding the existing footprint of the organization;
- create a membership package to advise new members of the benefits of the organization;
- partner with other local business organizations to host training programs for small businesses; and
- coordinate town hall style meetings to enable members to present new ideas and address common issues of the membership.

ii) Project Location:

Temiskaming Shores

iii) Dates:

- a) Commencement Date - August 1, 2015
- b) Completion Date - October 31, 2016

iv) Key Workplan Activities, Timelines and Milestones:

This one year Internship will allow for the completion of proposed activities.

v) Performance Measures and Tracking Plan:

- 1 job created
- 1 marketing strategy developed
- 2 SME consultations undertaken
- 3 new events created
- a minimum of 2 training sessions provided to SMEs



vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$31,500
- Supported	\$35,000	Other Federal	\$0
- Not Supported	\$0	Provincial	\$0
Ineligible Costs	\$0	Municipal	\$0
		Financial Institution	\$0
		Recipient	\$3,500
		Other	\$0
<b>Total</b>	<u>\$35,000</u>		<u>\$35,000</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Salary and benefits	\$31,500		\$31,500
Travel	\$2,000		\$2,000
Meeting/Training costs	\$1,500		\$1,500
<b>TOTAL ELIGIBLE COSTS</b>	<u>\$35,000</u>		<u>\$35,000</u>
<u>Ineligible Costs</u>			\$0
<b>TOTAL INELIGIBLE COSTS</b>			<u>\$0</u>
<b>TOTAL PROJECT COSTS</b>			<u>\$35,000</u>

\* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

II. **PROJECT FUNDING CONDITIONS**

- i) Variance of any of the Eligible Supported Costs  
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Minister.
- ii) Pre-disbursement Conditions  
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:

- a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Minister.
- iii) Advance Payments:
  - a) The Minister has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Minister.

### **III. REPORTING REQUIREMENTS**

The Recipient shall submit reports, in a form satisfactory to the Minister, on the following schedule:

- i) a Final Activity Report by the Final Claims Reporting Date; and
- ii) a final report at project end on results achieved between the start and end dates of the project, and completed exit interviews from both the Youth Intern and the Employer.

**YOUTH INTERNSHIP GUIDELINES****1.0 Youth Internship Objective**

Youth Internships are designed to provide meaningful full-time work experience for recent post secondary school graduates, particularly those from Northern Ontario, while supporting FedNor's economic development priorities. Our goal is also to assist young people to find gainful employment and stay in the North. Our expectation of you, as an employer and mentor, is to provide a positive full-time work experience to your intern and to assist him/her in whatever ways possible to make the transition from school to work. Ideally, at the end of the term, there will be an opportunity to employ the intern within your organization. If not, our expectation is that you will provide time and support to the intern in order that they can carry out a successful job search prior to the end of this Agreement.

**2.0 Eligible Youth Internship Criteria**

The Youth Intern will:

- a) be unemployed or underemployed youth and under the age of 30;
- b) have graduated within the last three (3) years with a degree, diploma or certificate from a recognized post-secondary institution;
- c) not be related to members of the directors, officers or managers of the Recipient;

**Exception to a) b) or c) will require prior written consent from the Minister.**

- d) be legally entitled to work in Canada; and
- e) not have previously participated as a youth intern in FedNor's Northern Ontario Development Program or in any other federal or provincial internship program with pay for a period of six (6) months or more.

Preference will be given to Northern Ontario youth. Participation of youth from employment equity groups is encouraged (Aboriginal, persons with disabilities, visible minorities and women).

### **3.0 Reporting**

The Recipient shall certify to the Minister, in writing, that the intern meets the "Eligible Youth Internship Criteria" set out above.

### **4.0 Project Results**

Refer to I. PROJECT SCOPE of this Annex.

### **5.0 Eligible Costs**

FedNor may contribute up to the lesser of \$31,500 or 90 percent per year toward employee salary and benefits.

### **6.0 The Recipient agrees to**

- a) provide adequate supervision and mentoring to the Intern during the course of the Project;
- b) publicly post the position (in accordance with Section 9.0 of this agreement);
- c) implement an interview and selection process that is fair and objective;
- d) maintain records of the hiring process, including, but not limited to members of the interview committee, questions asked, and list of eligible candidates;
- e) act as mentor and provide supervision for the Youth Intern; and
- f) provide full-time work for the Intern in accordance with standard personnel policy of the Recipient's organization.

### **7.0 Recruitment Ads/Job Postings**

The Recipient agrees to use the recruitment ad template provided on FedNor's website to advertise for all internship positions being supported through this contribution agreement and/or the Recipient may take advantage of the job posting service offered by Service Canada in their local area.

The template can be accessed on the FedNor website ([fednor.gc.ca](http://fednor.gc.ca)). Select “Resources” “For funding recipients” “Communications requirements”.

## **8.0 Employer - Employee Relationship**

The salary for intern and employee benefits are eligible costs while there is an “Employer-Employee Relationship”. Such relationship exists when there is a verbal or written agreement in which an employee agrees to work on a full-time basis for an employer for a specified period of time, in return for salary or wages.

## **9.0 Youth Internship Exit Interviews**

The Recipient shall ensure that completed Youth Internship Exit Interview Questionnaires for both the Employer and Intern(s) are completed and submitted to the Minister as part of the final report on the Project. Copies of these questionnaires will be provided by the Minister.

**COSTING MEMORANDUM**  
**245 - BGC - Youth Internship (NFP)**

**1.0 General Conditions**

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,
- a) directly related to the Project;
  - b) reasonable;
  - c) appear in the "The Project-Statement of Work";
  - d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
  - e) incurred between March 30, 2015 and the Completion Date.
- 1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between March 30, 2015 and the Completion Date.
- 1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Minister related to the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Minister access to such books, accounts and records.

**2.0 Eligible Costs**

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

## 2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

## 2.2 Audit of Project Costs

If expressly approved in writing by the Minister, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

## 2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Minister is advised to ensure that the costs for these services are eligible. The Minister may not contribute to the cost of goods or services that are not, in the opinion of the Minister, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

## 2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time off in lieu of payment is not eligible. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

## 2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

## 3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.



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**Subject:** Appointment of Deputy District Chief

**Report No.:** PPP-004-2015

**Agenda Date:** May 5, 2015

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## **Attachments**

**Appendix 01:** Draft Deputy District Chief Position Description

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-004-2015; and
2. That Council hereby appoints Gaston Beaubien as Volunteer Deputy District Chief to the Temiskaming Shores Fire Department in accordance with the *Volunteer Firefighter Hiring and Promotional Policy*.

## **Background**

As a result of the recent appointment of the District Chief at the Dymond Fire Station, and to help ensure adequate staffing levels are maintained, the Department is seeking to fill the vacant Volunteer Deputy District Chief's position at the Dymond Fire Station.

## **Analysis**

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

Based on the identified need to fill the Deputy District Chief's vacancy at the Dymond Fire Station, the position was posted at the Dymond Station and one application was received. Subsequently on April 2, 2015 an interview was conducted with the candidate by the Fire Chief for the Temiskaming Shores Fire Department

The candidate being recommended has demonstrated a strong desire to continue to take a leading role as a member of the Temiskaming Shores Fire Department team. This coupled with his previous community volunteer experience and work related experience make him an excellent candidate for the position he is being recommended for.

Based on the above, I am pleased to recommend that Gaston Beaubien be promoted to the position as Volunteer Deputy District Chief to the Temiskaming Shores Fire Department in accordance with the Volunteer Firefighter Hiring and Promotional Policy.

### **Financial / Staffing Implications**

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

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

Financial implications include the provision of appropriate Volunteer Firefighter Honorariums which have been included in the 2015 Fire and Emergency Management Services Operational Budget in the amount \$58,700 for each station. All costs associated with the appointment would include the provision of a dress uniform and protective equipment that would be drawn from the fire departments 2015 operational budget.

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

Current fire station staffing levels are as follows:

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

### **Alternatives**

No alternatives were considered.

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

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Timothy H. Uttley  
Fire Chief

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Christopher W. Oslund  
City Manager

# TEMISKAMING SHORES FIRE DEPARTMENT

## POSITION DESCRIPTION

**POSITION:** Deputy District Chief (Volunteer)

**DATE PREPARED:** March 11, 2015

**REPORTS TO:** District Chief

**DEPARTMENT:** Fire and Emergency Management Services

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### **NATURE AND SCOPE OF WORK**

This is a supervisory, administrative, and emergency service operational position. This senior officer assists superiors in organizing, administering and directing the overall operations of the district station including all related activities. The Deputy District Chief acts for the District Chief in the District Chief's absence and at such times is in complete charge of departmental operations. The Deputy District Chief directs all tactical operations at fires and other emergencies unless assisted by a more senior officer. An incumbent in this position enforces departmental rules and regulations, is responsible for personnel discipline, supervises and participates in training programs, and pre-fire planning as directed. Prepares all required and related narrative and statistical reports, and assists in establishing and implementing policy, regulations and procedures. Work performance is reviewed on the basis of effective supervision, administrative and operational services rendered to the department.

### **ILLUSTRATIVE EXAMPLES OF WORK**

- Responds to fires and other emergencies and directs operations of assigned personnel.
- Assists the District Chief in the administration of the district station and acts for the District Chief in the District Chief's absence.
- Assists the District Chief in the planning and supervision of the work assigned to personnel within the designated district.
- This officer encourages teamwork, maintains discipline, and is responsible for communicating information within the district.
- Inspects fire stations, equipment and personnel to ensure expected results and efficiency.
- Enforces departmental rules and regulations, and monitors operational procedures for compliance with departmental guidelines and safety.
- Requisitions station and equipment supplies and maintains related records.
- Assists in the development and implementation of training programs and participates in fire prevention and fire safety campaigns, and assists in establishing and promoting public relations for the department.
- Provides administrative assistance and technical advice to the District Chief on operational problems and matters as required and participates in the formulation of departmental policies, procedures and regulations.
- Performs all other related activities as required.

## **REQUIRED KNOWLEDGE, ABILITIES AND SKILLS**

- Extensive knowledge of the operation and maintenance of all apparatus and equipment and methods used in combating, extinguishing and preventing fires, medical first aid, rescue and extrication and responses to spills and leaks of hazardous materials.
- Knowledge of municipal and fire department policies and procedures.
- Knowledge of Federal and Provincial Acts and Regulations relating to the activities of the department. (e.g. Fire Protection and Prevention Act, Occupational Health and Safety Act).
- Considerable mechanical aptitude.
- Thorough knowledge of the principles and practices involved in the training of personnel.
- Ability to prepare and maintain required narrative, statistical, administrative and technical reports.
- Ability to establish and maintain effective working relationships with subordinates other staff and the public.

## **QUALIFICATIONS**

### **Desirable Education and Training:**

Graduation from a secondary school or equivalent work experience supplemented by administration, supervisory and operational courses from the Ontario Fire College/Office of the Fire Marshal. Supervisory experience is required at a progressively responsible level within the fire service.

### **Experience:**

Minimum five (5) years of related experience at the company officer level.

### **Required Licences**

Valid Class D-Z Licence for the Province of Ontario.

### **Approved by:**

---

**Timothy H. Uttley**  
**Fire Chief/CEMC**



# Memo

**To:** Mayor and Council  
**From:** Mitch Lafreniere, Manager of Physical Assets  
**Date:** May 5, 2015  
**Subject:** Acquisition of two (2) Transit Buses  
**Attachments:** None

---

Mayor and Council:

On Monday April 27, 2015 a special meeting of the Transit Committee was held to discuss the procurement of two new 35' Transit buses. City staff made the committee aware of the opportunity to purchase two 2014 model bus that could be delivered by early June. These buses are fully accessible and meet all the requirements needed for our transit service.

The cost of each bus would be \$341,700 for a total of \$683,400 plus HST. There will be some additional costs with the purchase such as tooling required to allow proper maintenance at a one-time cost of \$22,450. This equipment would be housed at Stock Transport as the maintenance provider, but belong to the Temiskaming Transit Committee. **Total cost with HST = \$718,275**

The Transit Reserve, as of December 31, 2014, is \$258,775 with an additional Provincial Gas Tax allocation of \$115,000 in 2015. The City has allocated \$25,500 of the Reserve in the 2015 Budget for other capital/operating items leaving available funding of \$348,275. The remaining \$370,000 would be financed over 3 ½ years based on our current Gas Tax Funding allocation.

The Transit Committee is recommending that Council allow approve the sole sourcing of two (2) 35 foot low floor accessible transit buses from New Flyer as represented by Girardin Blue Bird.

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
"Original signed by"	"Original signed by"	"Original signed by"
<hr/> Mitch Lafreniere Manager of Physical Assets	<hr/> G. Douglas Walsh Director of Public Works	<hr/> Christopher W. Oslund City Manager

---

**Subject:** Accessible Upgrades-Pool Fitness Centre

**Report No.:** PW-016-2015

**Agenda Date:** May 5, 2015

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### **Attachments**

**Appendix 01:** RFQ Results

**Appendix 02:** Draft Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-016-2015;
2. That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the contract to Norwin Contracting for the accessible upgrades at the pool and fitness centre, as detailed in Request for Quotation PW-RFQ-001-2015 for a total upset limit of \$104,800.00 plus applicable taxes; and
3. That Council directs Staff to prepare the necessary by-law to enter into an agreement for the said contract for consideration at the May 19, 2015 Regular Council meeting.

### **Background**

Over the past several years staff and Council have reviewed the accessibility of our facilities as it related to the *Accessibility for Ontarians with Disabilities Act*. In 2013, three facilities (Waterfront Pool Fitness Centre, Riverside Place and Dymond Community Hall) were identified as priorities and an architectural firm was retained to complete design work in preparation for funding opportunities.

In late 2014 the Federal Government, through the *Enabling Accessibility Fund*, provided \$50,000 in response to the City's application for upgrades to the Pool Fitness Centre and this facility was designated as the priority in the 2015 budget process.

Request for Quotation PW-RFQ-001-2015 was distributed to known contractors and advertised in the City's Bulletin and on the website.

### **Analysis**

Two (2) submissions were received prior to the closing date of April 16, 2015 at 2:00 p.m. The quotations were reviewed and evaluated in accordance to the requirements of the RFQ and the deliverables to be provided by the successful service provider. **Appendix 01 – RFQ Results** summarizes the results of the responses received and are as follows:

<b>Contractor</b>	<b>Sub-Total</b>	<b>HST</b>	<b>Grand Total</b>
G. Belanger Construction	\$ 110,000.00	\$ 14,300.00	\$ 124,300.00
Norwin Contracting	\$ 104,800.00	\$ 13,624.00	\$ 118,424.00

**Financial / Staffing Implications**

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

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

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

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and approved by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

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

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

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



Document Title: **PW-RFQ-001-2015**

Opening Date: **April 16, 2015**

Opening Time: **2:00 pm**

Description: **Accessible Upgrades at Pool Fitness Centre**

Inquiry Contact: **Mitch Lafreniere, Manager of Physical Assets**

Form of Proposal

Bidder: **G. BELANGER CONSTRUCTION** Bidder:

Supply & Install Upgrades / PFC:	110,000.
HST:	14,300
Total Project Value:	124,300
<b>Provisional Items</b>	
Supervisor (/hr) rate:	60. <sup>00</sup>
Labourer (/hr) rate:	40. <sup>00</sup>
Tradesperson (/hr) rate:	50. <sup>00</sup>

Supply & Install Upgrades / PFC:	
HST:	
Total Project Value:	
<b>Provisional Items</b>	
Supervisor (/hr) rate:	
Labour (/hr) rate:	
Tradesperson (/hr) rate:	

Non Collusion Affidavit  Conflict of interest

**BID BOND - 10%**

Non Collusion Affidavit  Conflict of Interest

Bidder: **NORWIN CONTRACTING** Bidder:

Supply & Install Upgrades / PFC:	104,800
HST:	13,624
Total Project Value:	118,424
<b>Provisional Items</b>	
Supervisor (/hr) rate:	85. <sup>00</sup>
Labourer (/hr) rate:	68.50
Tradesperson (/hr) rate:	70. <sup>00</sup>

Supply & Install Upgrades / PFC:	
HST:	
Total Project Value:	
<b>Provisional Items</b>	
Supervisor (/hr) rate:	
Labour (/hr) rate:	
Tradesperson (/hr) rate:	

Non Collusion Affidavit  Conflict of interest

**BID BOND - 10%**

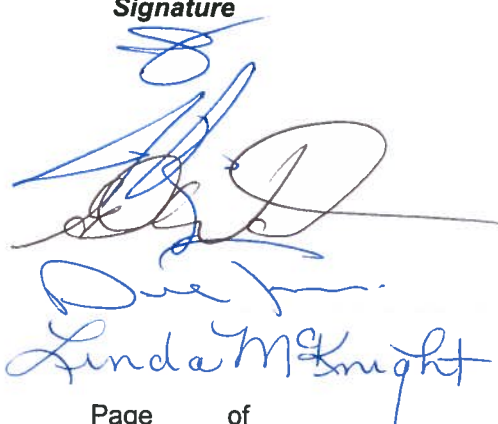
Non Collusion Affidavit  Conflict of Interest

**Comment:** Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

**Print Name**  
 Mitch Lafreniere  
 Tyson Roy  
 Dave Wauson  
 Dave Treen  
 Linda McKnight

**Representing**  
 Tem. shores  
 NORWIN  
 TEM. SHORES  
 TEM. SHORES  
 C of T. S.

**Signature**  
  
 Linda McKnight

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

**By-law No. 2015-000**

**Being a by-law to enter into an agreement with 1688941 On Inc. /  
Norwin Contracting for the Accessibility Upgrades at the Pool  
Fitness 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 responds to municipal issues;

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

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

**And whereas** Council considered Administrative Report No. PW-016-2015 at the May 5, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with 1688941 On Inc. / Norwin Contracting for accessible upgrades at the Pool Fitness Centre as detailed in PW-RFQ-001-2015 for consideration at the May 19, 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with 1688941 On Inc. / Norwin Contracting for supply and installation of accessible upgrades at the Pool Fitness Centre for an upset limit of \$104,800.00 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 5<sup>th</sup> day of May, 2015.**

---

Mayor – Carman Kidd

---

Clerk - David B. Treen



Schedule “A” to

**By-law 2015-000**

Agreement between

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

and

**1688941 On Inc. / Norwin Contracting**

for accessible upgrades at the Pool Fitness Centre

**This agreement** made in duplicate this 5<sup>th</sup> day of May, 2015.

Between:

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

and

**1688941 On Inc. / Norwin Contracting**  
(hereinafter called "the Contractor")

Witnesseth:

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

**Article I:**

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores  
Accessible Upgrades – Pool Fitness Centre  
Request for Proposal No. PW-RFQ-001-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents, attached hereto as Appendix 01 – Form of Agreement, forming part of this agreement;
- c) Complete, as certified by the Engineer, all the work by **November 30, 2015.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid One-Hundred and Four Thousand, Eight Hundred Dollars and Zero Cents (\$104,800.00) plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 1 to 1 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the

Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

**Article IV:**

All communications in writing between the parties, or between them and the Director 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 post or telegram addressed as follows:

The Contractor:

**1688941 On Inc. / Norwin Contracting**  
571 Moneta Avenue  
P.O. Box 342  
Timmins, Ontario  
P4N 7C2

The Owner:

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

The Director:

**Director of Public Works - City of Temiskaming Shores**  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

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

Signed and Sealed in )  
the presence of )

Contractor's Seal )

**1688941 On Inc. / Norwin Contracting**

\_\_\_\_\_  
President – Cory Gauthier

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

Municipal Seal )

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

**Subject:** Tender Award – Supply, Mix and Stockpile  
 Winter Sand

**Report No.:** PW-017-2015  
**Agenda Date:** May 5, 2015

**Attachments**

- Appendix 01:** Tender Results
- Appendix 02:** Draft Agreement

**Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-017-2015;
2. That as outlined in Section 3.5 of By-law No. 2009-012 (Purchasing Policy) Council approves the award of the 2015 Supply, Mix and Stockpile of Winter Sand contract to *Miller Paving Limited* in the amount of \$ 84,150.00 plus HST; and
3. That Council directs Staff to prepare the necessary by-law and agreement for the said contract for Council’s consideration at the May 5, 2015 Regular Council meeting.

**Background**

Each year the City of Temiskaming Shores procures the services of qualified contractors for the supply, mixing and stockpiling of winter sand at various locations within the City of Temiskaming Shores.

The work generally consists of supplying sand in desired quantities, to the specified locations as and where directed, and mixed with salt at a rate of 4% when stored inside and 5% when stored outside. Bulk road salt is provided by the City. The Contractor is then expected to stockpile the mixed sand where designated by the City.

The Tender documents were prepared and Tender PWO-RFT-004-2015 was distributed to previous and known potential bidders with closing date at 2:00 p.m. on April 23<sup>rd</sup>, 2015.

**Analysis**

Several tender documents were distributed and two (2) tenders were received by the closing date.

<b>Bidder</b>	<b>Tender Amount</b>	<b>HST</b>	<b>Total</b>
Miller Paving Limited	\$84,150.00	\$10,939.50	\$95,089.50
James Lathem Excavation Ltd.	\$125,700.00	\$16,341.00	\$142,041.00

Miller Maintenance Limited has successfully completed similar projects for Temiskaming Shores and throughout Ontario and has demonstrated the ability to complete this work as intended.

The tender was analysed for errors and/or omissions and was found to be correct and complete. The tendering process was in keeping with the City's Purchasing Policy (By-Law No. 2009-012, as amended).

The tendered amount for the intended work is considered to be reasonable and within the approved and allotted budget for winter maintenance.

### **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

Costs associated with this work in comparable to those obtained for similar work in previous years.

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"

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

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



Document Title: **PWO-RFT-004-2015**

Opening Date: **April 23, 2015**

Opening Time: **2:00 pm**

Description: **Supply, Mix and Stockpile Winter Sand**

Inquiry Contact: **G. Douglas Walsh, Director of Public Works**

Form of Proposal

Bidder: **MILLER PAVING**

Dym Yard (1,000 tonne):	7,650.
N.L. Yard (5,000 tonne):	38,250
Hlby Yard (5,000 tonne):	38,250.
Sub-Total:	84,150
HST:	10,939.50

Non Collusion Affidavit  Conflict of Interest **195,089.50**

Bidder:

Dym. Yard (1,000 tonne):	
N.L. Yard (5,000 tonne):	
Hlby Yard (5,000 tonne):	
Sub-Total:	
HST:	

Non Collusion Affidavit  Conflict of Interest

Bidder: **JAMES LATHAM**

Dym Yard (1,000 tonne):	11,700.
N.L. Yard (5,000 tonne):	57,000
Hlby Yard (5,000 tonne):	57,000
Sub-Total:	125,700
HST:	16,341.

Non Collusion Affidavit  Conflict of Interest **142,041.**

Bidder:

Dym. Yard (1,000 tonne):	
N.L. Yard (5,000 tonne):	
Hlby Yard (5,000 tonne):	
Sub-Total:	
HST:	

Non Collusion Affidavit  Conflict of Interest

Bidder:

Dym Yard (1,000 tonne):	
N.L. Yard (5,000 tonne):	
Hlby Yard (5,000 tonne):	
Sub-Total:	
HST:	

Non Collusion Affidavit  Conflict of Interest

Bidder:

Dym. Yard (1,000 tonne):	
N.L. Yard (5,000 tonne):	
Hlby Yard (5,000 tonne):	
Sub-Total:	
HST:	

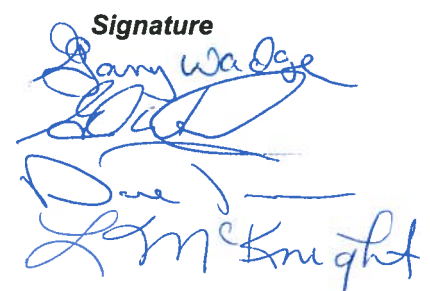
Non Collusion Affidavit  Conflict of Interest

**Comment:** Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

**Print Name**  
 Gary Wadge  
 Doug Walsh  
 Dave Trean  
 Linda McKnight

**Representing**  
 CITY OF T.S.  
 " " "  
 " " "  
 " "

**Signature**  




## Form of Tender

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

I/We, the undersigned, have carefully examined the attached documents and conditions of the Tender. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Tender.

*NOTE: All portions of "Form of Tender" must be accurately and completely filled out.*

### Section 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE PER TONNE 2015 – 2016	TOTAL
1	Dymond Public Works Yard, 181 Drive Inn Theatre Road, New Liskeard	1,000	\$7.65	\$ 7,650.00
2	New Liskeard Public Works Yard, 200 Lakeshore Drive, New Liskeard	5,000	\$7.65	\$ 38,250.00
3	Haileybury Public Works Yard 1 View Street, Haileybury, ON	5,000	\$7.65	\$ 38,250.00
			SUB TOTAL	\$84,150.00
			H.S.T.	\$10,939.50
			TOTAL	\$95,089.50

**Page 1 of 6 to be submitted**



I/We Miller Paving Limited offer to supply the requirements stated within.

the corresponding total cost of \$ 95,089.50 Tax included.

I/We hold the prices valid for 30 (thirty) days from submission date.

I/We will deliver the required material / equipment within 90 calendar days from receiving a signed order.

The specifications have been read over and agreed to this 23rd day of April 2015

<b>Company Name</b> Miller Paving Limited	<b>Contact name (please print)</b> Britt Herd
<b>Mailing Address</b> 704024 Rockley Road Box 248 New Liskeard, ON	<b>Title</b> Estimating Manager
<b>Postal Code</b> P0J 1P0	<b>Authorizing signature</b>  "I have the authority to bind the company/corporation/partnership."
<b>Telephone</b> 705-647-4331	<b>Fax</b> 705-647-3611
<b>Cell Phone if possible</b>	<b>Email</b> britt.herd@millergroup.ca



Page 2 of 6 to be submitted

**City of Temiskaming Shores**  
**PWO-RFT-004-2015**  
**Supply, Mix and Stockpile Winter Sand**

**Non Collusion Affidavit**

I/ We Miller Paving Limited the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.

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

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

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

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

Dated at New Liskeard this 23rd day of April, 2015

Signed

Company Name

Miller Paving Limited

Title

Estimating Manager



Page 3 of 6 to be submitted

**City of Temiskaming Shores  
PWO-RFT-004-2015  
Supply, Mix and Stockpile Winter Sand**

**Conflict of Interest Declaration**

Please check appropriate response:

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

List Situations:

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

Dated at New Liskeard this 23rd day of April, 2015.

Firm Name Miller Paving Limited

Bidder's Authorization Official Britt Herd

Title Manager-Estimating Northern Group

Signature 



Page 4 of 6 to be submitted

**City of Temiskaming Shores  
PWO-RFT-004-2015  
Supply, Mix and Stockpile Winter Sand**

**SCHEDULE "A" - LIST OF PROPOSED SUB-CONTRACTORS**

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Tender must be included in the Tender documents submitted.

Name	Address	WSIB Certificate Number (copy attached)
NA		

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Tender document.

Signed by Company Official

Britt Herd

Printed

Signed

Page 5 of 6 to be submitted



**Schedule B**

**Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement**

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name Miller Paving Limited Company Name

Phone Number Address

I, Britt Herd, declare that I, or my company, are in full compliance with

Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*.

I, \_\_\_\_\_, declare that I, or my company, are not in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, a link to a free e-learning course module called Serve-Ability, Transforming Ontario’s Customer Service is available at [www.gov.on.ca/mcss/serveability/splash.html](http://www.gov.on.ca/mcss/serveability/splash.html).

Date: April 23, 2015

**Page 6 of 6 to be submitted**



**City of Temiskaming Shores  
PWO-RFT-004-2015  
Supply, Mix and Stockpile Winter Sand**

**Schedule C - Performance Evaluation (for City Use only)**

Vendor's Name		Telephone	
Address		Postal Code	
Vendor's Representative			
Contract Description; PWO-RFT-004-2015 Supply, Mix and Stockpile Winter Sand			
Awarded Contract Value		Actual Contract Value	
Cost Centre 1.0620.3410.4.03.3310	District/Region/Branch	City Contact Person; Doug Walsh	Division; Public Works
Scheduled Start;  Upon notification	Actual Start;	Scheduled Completion;  Oct. 01, 2015	Actual Completion

Performance Rating

O-Outstanding G-Good F-Fair P-Poor	Rate	Comments
1. Quality of Work Performed		
2. Ability of Employees used for work		
3. Scheduling and Coordination		
4. Availability of Equipment and Employees		
5. Equipment/Procurement & Delivery		
6. Condition and Suitability of Equipment		
7. Cooperation of Municipality and Employees		





8. Cooperation with outside Agencies		
9. Conformity to Pertinent Acts and Regulations		
10. Safety (Overall)		
11. Quality of Supervision		
12. General Housekeeping		
13. Responses to Unplanned Changes		
14. Other (Specify)		
Causes for Delays (if any)		
Liquidated Damages (itemize)		

\*

Future Recommendations: Provider recommended for future work	Yes	No (explain)
Comments:		
Department Director	Date	
Title	Project Coordinator	
Company Representative		

\* To be completed at the end of the service period



### Form of Tender

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

I/We, the undersigned, have carefully examined the attached documents and conditions of the Tender. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Tender.

*NOTE: All portions of "Form of Tender" must be accurately and completely filled out.*

### Section 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE PER TONNE 2015 – 2016	TOTAL
1	Dymond Public Works Yard, 181 Drive Inn Theatre Road, New Liskeard	1,000	11.70	\$ 11,700.00
2	New Liskeard Public Works Yard, 200 Lakeshore Drive, New Liskeard	5,000	11.40	\$ 57,000.00
3	Haileybury Public Works Yard 1 View Street, Haileybury, ON	5,000	11.40	\$ 57,000.00
			SUB TOTAL	125,700.00
			H.S.T.	16,341.00
			TOTAL	142,041.00

Page 1 of 6 to be submitted



I/We James Lathem Excavating Limited offer to supply the requirements stated within.

the corresponding total cost of \$ 142,041.00 Tax included.

I/We hold the prices valid for 30 (thirty) days from submission date.

I/We will deliver the required material / equipment within 120 calendar days from receiving a signed order.

The specifications have been read over and agreed to this 22 day of April 2015

Company Name <u>James Lathem Excavating Limited</u>	Contact name (please print) <u>Allan Jenkins</u>
Mailing Address <u>Box 176 North Cobalt, Ontario</u>	Title <u>President</u>
Postal Code <u>P0J 1R0</u>	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone <u>705-672-5576</u>	Fax <u>705-672-3232</u>
Cell Phone if possible <u>705-648-8321</u>	Email <u>ajenkins@jlathem.ca</u>

Page 2 of 6 to be submitted



**City of Temiskaming Shores**  
**PWO-RFT-004-2015**  
**Supply, Mix and Stockpile Winter Sand**

**Non Collusion Affidavit**

I/ We James Lathem Excavating Limited the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.

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

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

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

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

Dated at North Cobalt this 22 day of April, 2015

Signed \_\_\_\_\_  
Company Name James Lathem Excavating Limited  
Title President



**City of Temiskaming Shores  
PWO-RFT-004-2015  
Supply, Mix and Stockpile Winter Sand**

**Conflict of Interest Declaration**

Please check appropriate response:

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

List Situations:

---



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

Dated at North Cobalt this 22 day of April, 2015.

Firm Name James Lathem Excavating Limited

Bidder's Authorization Official Allan Jenkins

Title President

Signature 

**Page 4 of 6 to be submitted**



**City of Temiskaming Shores  
PWO-RFT-004-2015  
Supply, Mix and Stockpile Winter Sand**

**SCHEDULE "A" - LIST OF PROPOSED SUB-CONTRACTORS**

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Tender must be included in the Tender documents submitted.

Name	Address	WSIB Certificate Number (copy attached)
<i>will not be hiring Sub Contractors</i>		

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Tender document.

Signed by Company Official

Allan Jenkins

Printed

*[Signature]*

Signed

**Page 5 of 6 to be submitted**



## Schedule B

### Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name James Lathem Excavating Limited Company Name

Phone Number 705-672-5576 Address 35 Niven Street  
North Cobalt, Ont. POJIRO

I, Allan Jenkins, declare that I, or my company, are in full compliance with

Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*.

I, \_\_\_\_\_, declare that I, or my company, are not in full compliance

with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at [www.gov.on.ca/mcss/serveability/splash.html](http://www.gov.on.ca/mcss/serveability/splash.html).

Date: April 22, 2015

Page 6 of 6 to be submitted

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

**Being a by-law to enter into an agreement with Miller Paving Limited for the Supply, Mixing and Stockpiling of Winter Sand at various locations within the City of Temiskaming Shores**

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

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

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

**And whereas** Council considered Administrative Report No. PW-017-2015 at the May 5<sup>th</sup>, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the Supply, Mixing and Stockpiling of Winter Sand for consideration at the May 5<sup>th</sup>, 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Miller Paving Limited for the Supply, Mixing and Stockpiling of Winter Sand in the amount of \$84,150.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of May, 2015.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen





Schedule “A” to

**By-law 2015-000**

Agreement between

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

and

**Miller Paving Limited**

for the Supply, Mixing and Stockpiling of Winter Sand

**This agreement** made in duplicate this 5<sup>th</sup> day of May 2015.

Between:

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

(hereinafter called "the Owner")

and

**Miller Paving Limited**

(hereinafter called "the Contractor")

Witnesseth:

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

**Article I:**

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores  
Supply, Mix and Stockpile Winter Sand  
Tender No. PWO-RFT-004-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Engineer, all the work by **September 30<sup>th</sup>, 2015.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Eighty-Four Thousand One Hundred and Fifty Dollars and Zero Cents (\$84,150.00) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

**Article IV:**

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Contractor:

**Miller Paving Limited**  
704024 Rockley Road  
New Liskeard, Ontario  
P0J 1P0

The Owner:

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

The Director:

**The Director of Public Works - City of Temiskaming Shores**  
P.O. Box 2050 - 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

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

Signed and Sealed in )  
the presence of )

Contractor's Seal )

**Miller Paving Limited**

\_\_\_\_\_  
Contractor – Britt Herd

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

Municipal Seal )

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

**Subject:** Supply and Application of  
 Liquid Calcium Chloride

**Report No.:** PW-018-2015  
**Agenda Date:** May 5, 2015

**Attachments** Appendix 01: Request for Tender Results  
 Appendix 02: Draft Agreement

**Recommendation**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-018-2015;
2. That as outlined in Section 3.5 of By-law No. 2009-012 (Purchasing Policy) Council approves the award of the 2015 Supply and Application of Liquid Calcium Chloride contract to *Pollard Highway Products Ltd.* in the amount of \$ 47,243.04 plus HST; and
3. That Council directs staff to prepare the necessary by-law to enter into an agreement with Pollard Highway Products Ltd. for the supply and application of Liquid Calcium Chloride for consideration at the May 5, 2015 Regular Council meeting.

**Background**

Each year the City of Temiskaming Shores, in conjunction with eleven (11) South Temiskaming municipalities, co-operatively procures the services of qualified contractors for the supply and application of liquid dust suppressant at various locations within the City of Temiskaming Shores.

The work shall consist generally of supplying and applying liquid calcium chloride or approved alternative for the purpose of suppressing dust on granular roadway surfaces, as directed by the Superintendent of Transportation or designate.

The Request for Tender documents were prepared and PW-RFT-002-2015 was distributed to previous and known potential bidders with closing date at 2:00 p.m. on Thursday April 23<sup>rd</sup>, 2015.

**Analysis**

Three (3) responses to the request were received by the closing date.

<b>Bidder</b>	<b>Material</b>	<b>Tender Amount</b>	<b>HST</b>	<b>Total</b>
Pollard Products	27% Cal./Magnes. Blend	\$41,808.00	\$5,435.04	\$ 47,243.04
Da-Lee	35% Cal. Chloride	\$48,360.00	\$6,286.80	\$ 54,646.80
Miller Paving Ltd.	30% Magnes./Chloride Blend	\$41,932.80	\$5,451.26	\$47,384.06

Pollard and Da-Lee have successfully completed similar projects in Temiskaming Shores and have demonstrated the ability to successfully complete this work as intended. Miller Paving Ltd. have indicated that they currently supply, haul and place over 1.0M litres of dust suppressant in north-eastern Ontario in association with the Ministry of Transportation, on rural gravel roadways.

The tenders were analysed for errors and/or omissions and was found to be correct and complete. The process for obtaining competitive pricing was in keeping with the City's Purchasing Policy (By-Law 2009-012, as amended).

### **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

Costs associated with this work in comparable to those obtained for similar work in previous years.

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"

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

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

Document Title: PWO-RFT-002-2015

Opening Date: April 23, 2015

Opening Time: 2:00 pm

Description: Supply and Application of Liquid Calcium Chloride

Inquiry Contact: Doug Walsh, Director of Public Works

Form of Proposal

Bidder: DA-LEE

Location	Unit Price	Total
Harley (78,000 L):	31¢	24,180
Evanturel (26,000 L):	31¢	8,060
Kerns (78,000 L):	31¢	24,180
Chamberlain (52,000 L):	31¢	16,120
Hudson (78,000 L):	31¢	24,180
T Shores (156,000 L):	"	48,360
Hilliard (56,000 L):	"	17,360
Brethour (52,000 L):	"	16,120
Casey (28,000 L):	"	8,680
Armstrong (104,000 L):	"	32,240
Charl-Dack (26,000 L):	"	8,060
Harris (26,000 L):	"	8,060

Bidder: MILLER PAVING LTD.

Location	Unit Price	Total
Harley (78,000 L):	26.88¢	20,966.40
Evanturel (26,000 L):	"	6,988.80
Kerns (78,000 L):	"	20,966.40
Chamberlain (52,000 L):	"	13,977.60
Hudson (78,000 L):	"	20,966.40
T Shores (156,000 L):	"	41,932.80
Hilliard (56,000 L):	"	15,052.80
Brethour (52,000 L):	"	13,977.60
Casey (28,000 L):	"	7,526.40
Armstrong (104,000 L):	"	27,955.20
Char-Dack (26,000 L):	"	6,988.80
Harris (26,000 L):	"	6,988.80

Bidder: POLLARD

Location	Unit Price	Total
Harley (78,000 L):	26.8¢	20,904
Evanturel (26,000 L):	"	6,968
Kerns (78,000 L):	"	20,904
Chamberlain (52,000 L):	"	13,936
Hudson (78,000 L):	"	20,904
T Shores (156,000 L):	"	41,808
Hilliard (56,000 L):	"	15,008
Brethour (52,000 L):	"	13,936
Casey (28,000 L):	"	7,504
Armstrong (104,000 L):	"	27,872
Charl-Dack (26,000 L):	"	6,968
Harris (26,000 L):	"	6,968

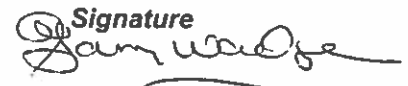
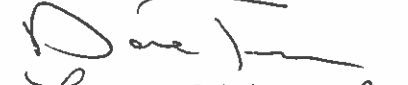
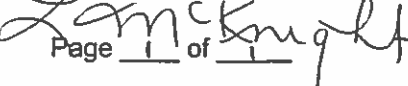
Bidder:

Location	Unit Price	Total
Harley (78,000 L):		
Evanturel (26,000 L):		
Kerns (78,000 L):		
Chamberlain (52,000 L):		
Hudson (78,000 L):		
T Shores (156,000 L):		
Hilliard (56,000 L):		
Brethour (52,000 L):		
Casey (28,000 L):		
Armstrong (104,000 L):		
Char-Dack (26,000 L):		
Harris (26,000 L):		

Comment: Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

Print Name	Representing
GARY WADGE	CITY OF T.S.
DAVE TROEN	" "
LINDA MCKNIGHT	" "

Signature  
  
  
  
 Page 1 of 1

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

**Being a by-law to enter into an agreement with Pollard Highway Products Ltd. for the supply and application of Liquid Dust Suppressant at various locations in the City of Temiskaming Shores**

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

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

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

**And whereas** Council considered Administrative Report No. PW-018-2015 at the May 5<sup>th</sup>, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Pollard Highway Products Ltd. for the Supply and Application of Liquid Dust Suppressant for consideration at the May 5<sup>th</sup>, 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Pollard Highway Products Ltd. for the Supply and Application of Liquid Dust Suppressant at various locations in the City of Temiskaming Shores, in the amount of \$41,808.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed this 5<sup>th</sup> day of May, 2015.**

---

Mayor – Carman Kidd

---

Clerk – David B. Treen





Schedule “A” to

**By-law 2015-000**

Agreement between

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

and

**Pollard Highway Products Ltd.**

for the Supply and Application of Liquid Dust Suppressant

**This agreement** made in duplicate this 5<sup>th</sup> day of May 2015.

Between:

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

(hereinafter called “the Owner”)

and

**Pollard Highway 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) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores  
Supply and Application of Liquid Dust Suppressant  
Tender No. PWO-RFT-002-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Engineer, all the work by **September 30<sup>th</sup>, 2015.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Forty-One Thousand Eight Hundred and Eight Dollars and Zero Cents (\$41,808.00) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the

Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

**Article IV:**

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Contractor:

**Pollard Highway Products Ltd.**  
P.O. Box 280  
Harrow, Ontario  
N0R 1G0

The Owner

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

The Director:

**The Director of Public Works - City of Temiskaming Shores**  
P.O. Box 2050 - 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

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

Signed and Sealed in )  
the presence of )

Contractor's Seal )

**Pollard Highway Products Ltd.**

\_\_\_\_\_  
Contractor – John Roung

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

Municipal Seal )

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

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**Subject:** Emergency Watermain Repair Work  
McDonough Heights

**Report No.:** PW-019-2015  
**Agenda Date:** May 5, 2015

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### **Attachments**

- Appendix 01:** Sketch of Proposed Work  
**Appendix 02:** Quotation – Pedersen Construction  
**Appendix 03:** Draft Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-019-2015;
2. That as outlined in Section 2.20 of By-law No. 2009-012 (Purchasing Policy), being the definition of “Emergency” and Section 4.23 “Emergency Purchases”, Council authorizes the completion of the McDonough Heights Emergency Watermain Repair / Relocation work;
3. That Council approves the award of the emergency repair work to *Pedersen Construction (2013) Inc.* in the amount of \$ 68,200.00 plus applicable taxes; and
4. That Council directs Staff to prepare the necessary by-law and agreement for consideration at the May 5, 2015 Regular Council meeting.

### **Background**

McDonough Heights subdivision was developed in the 1970’s and was serviced with municipal water as part of the development process. At that time the watermain was installed in a “hap-hazard” manner and as a result is now located in and around some of the dwellings that were eventually built, and not necessarily within easements or right-of-ways. One such location is 83 Ferland Ave.

While this was not the desired situation, the municipality had learned to live with the installation and in September 1999 a report was presented to the Council of the day, suggesting that relocation of the watermain should be considered due to the proximity of the dwelling and carport.

On May 21, 2013 Council received and considered Administrative Report PW-024-2013 being a report for an engineering design assignment for the replacement of the existing water distribution system and the introduction of a sanitary collection system within the McDonough Heights subdivision. The design has been completed and the project is now considered “Shovel Ready”.

On Saturday April 11, 2015 at approximately 2:00 p.m. the Public Works Department received notification of a ruptured watermain in close proximity to the house at 83 Ferland Ave. Following a site visit it was determined that the location of the break was under the carport, attached to the house and within the easement (12 foot) that had been provided for the installation by a previous owner. Originally, the watermain was thought to be approximately 6 to 7 feet deep, however, was finally located at a depth of closer to 11 feet.

**Appendix 01** illustrates the approximate location of the existing watermain in relationship to 83 Ferland Ave. It should be noted that the existing fire hydrant on the 100 mm line is inaccessible in the current location.

The status of the water main repairs was discussed at the Public Works Committee meeting held on Thursday April, 23<sup>rd</sup>, 2015, with a recommendation to proceed with the emergency repairs approved by the Committee.

**Analysis**

In order to expedite the repair work, and limit the amount of demolition required to access the water main, a decision was made to excavate and locate the watermain in the rear yard (adjacent to the dwelling and the septic tank) at a depth of approximately 11 feet, cut and cap the line and complete the similar work in the driveway near the front of the house. Each cap was then tapped and a one inch plastic line was connected to both ends and placed above ground in order to maintain water service to the 14 houses affected by the rupture.

The work carried out on April 11<sup>th</sup> and 12<sup>th</sup>, 2015 was intended to address the immediate concern and restore water service and not as a permanent solution to the problem. Based on the fact that the watermain has ruptured twice in close proximity, relocation of the water main should be considered.

Also outlined in **Appendix 01**, the alignment recommended in 1999, would place the infrastructure within another existing easement, to the east of 83 Ferland Ave. and on a right-of-way (road allowance) to the north. This location is in close proximity to that included in the current design for future work, therefore, any proposed work would be completed in order that it can be included in the future upgrades.

Based on limited access for future maintenance and repairs, and the need for a more permanent solution, a quotation for relocation work was requested from a local contractor experienced in deep, confined work areas.

**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 quotation of \$68,200 plus applicable taxes for the proposed work is included in **Appendix 02**, as provided by Pedersen Construction. The work includes the replacement of the undersized piping (100 mm to 150mm), removal and installation of the existing and new fire hydrants, the re-connection of two (2) water services and restoration of construction area, as required to a minimum of granular or topsoil grades. The temporary service line will also be retired.

Restoration work as a result of the work carried out on April 11<sup>th</sup> and 12<sup>th</sup> will be completed by others and would be included in the current Environmental Services Operations Budget.

### **Alternatives**

No alternatives were considered.

### **Submission**

Prepared by:

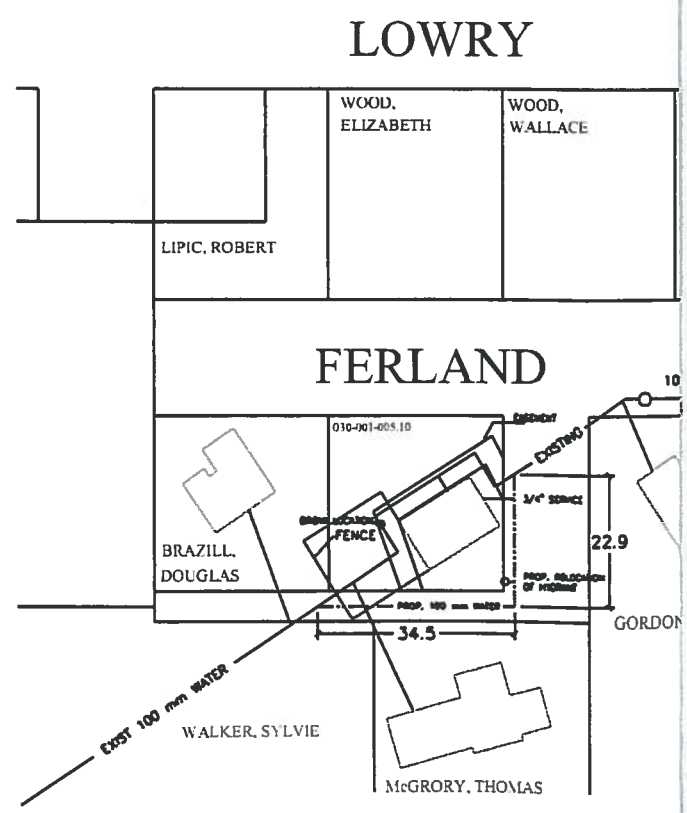
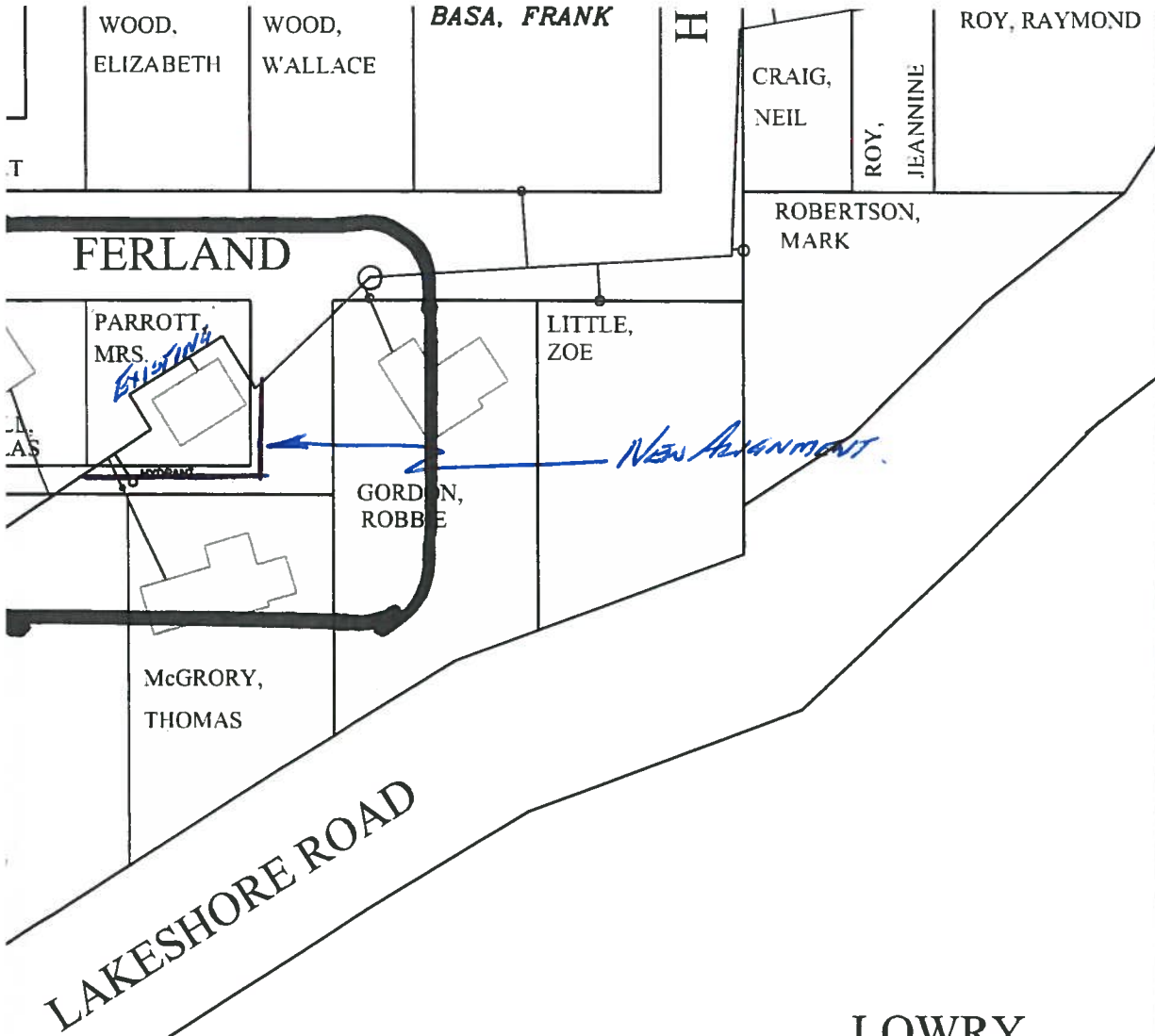
Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

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

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





(705) 647-6223  
Fax (705) 647-8851

# Pedersen Construction (2013) Inc.

Hwy. 11 & 65 West, P.O. Box 2409, New Liskeard, Ontario P0J 1P0

April 22, 2015

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

**Attention: Mr. Doug Walsh**

Dear Sir,

**Quotation: Re-routing Watermain At  
McDonough Heights/Haileybury**

---

I hereby quote the following.

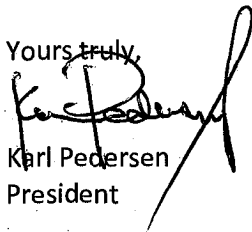
1. Mobilize equipment.
2. Set Up "Traffic Control" signage.
3. Clear and grub proposed right of way. (easement)
4. Connect to the existing 100mm diameter D.I watermain bnear existing fire hydrant c/w installation of a 100mm x150mm D.I. M.J. reducer and 150mm gate valve.
5. Install approximately 60L.M. of 150mm PVC CL150 watermain from McGrory connection to Ferland Street connection c/w topsoil, seeding and granular restoration.
6. Disconnect the existing fire hydrant and cap at existing tee. Supply and install a new fire hydrant c/w 150mm gate valve as directed.
7. Reconnect the 19mm water service for McGrory residence c/w topsoil and seed restoration.
8. Connect new 150mm diameter watermain to the existing 100mm watermain at Ferland Street c/w 100mm x 150mm reducer
9. Supply and install a new 19mm water service to the existing 19mm curb stop at the Parrott residence c/w topsoil and seed restoration.
10. Disconnect and abandon the temporary supply waterline at approximately 1.0meter below grade. Restore with topsoil and seed.
11. Demobilize equipment.

**Total: \$68,200.00**

**Notes:**

1. HST Extra.
2. Asphalt restoration by the City of Temiskaming Shores.
3. Preconstruction survey and vibration monitoring to be extra, if required. (Approximately \$7,500.00)

Yours truly,



Karl Pedersen  
President

U:\Quotes\QuotesKarl\TemShores220415.doc



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

**By-law No. 2015-000**

**Appendix 03**

**PW-019-2015**

**May 5, 2015**

**Being a by-law to enter into an agreement with Pedersen  
Construction (2013) Inc. for the Emergency Repairs to the  
McDonough Heights Watermain within the  
City of Temiskaming Shores**

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

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

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

**And whereas** Council considered Administrative Report No. PW-019-2015 at the May 5<sup>th</sup>, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Emergency Repairs to the McDonough Heights Watermain for consideration at the May 5, 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Pedersen construction (2013) Inc. for the Emergency Repairs to McDonough Heights Watermain within in the City of Temiskaming Shores, in the amount of \$68,200.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of May, 2015.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2015-000**

Agreement between

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

and

**Pedersen Construction (2013) Inc.**

for the Emergency Repairs to the  
McDonough Heights Watermain

**This agreement** made in duplicate this 5<sup>th</sup> day of May 2015.

Between:

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

(hereinafter called "the Owner")

and

**Pedersen Construction (2013) Inc.**

(hereinafter called "the Contractor")

Witnesseth:

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

**Article I:**

The Contractor will:

- a) Provide all material and perform all work described in the Quotation dated April 22<sup>nd</sup>, 2015 and attached herein as Appendix 01;
- b) Do and fulfill everything indicated by this Agreement and in the intended works;  
and
- c) Complete, as certified by the Director, all the work by **September 30<sup>th</sup>, 2015.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid Sixty-Eight Thousand Two Hundred Dollars and Zero Cents (\$68,200.00) plus applicable taxes subject to additions and deductions as provided in the Quotation.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

A copy of the Quotation dated April 22<sup>nd</sup>, 2015 is hereto annexed to this Form of Agreement and together with the plans (sketch) relating thereto, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

**Article IV:**

All communications in writing between the parties, or between them and the Director 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 post or telegram addressed as follows:

The Contractor:

**Pedersen Construction (2013) Inc.**  
P.O. Box 2409  
New Liskeard, Ontario  
P0J 1P0

The Owner:

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

The Director:

**The Director of Public Works - City of Temiskaming Shores**  
P.O. Box 2050 - 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

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

Signed and Sealed in )  
the presence of )

Contractor's Seal )

Contractor's Seal )

Municipal Seal )

**Pedersen Construction (2013) Inc.**

\_\_\_\_\_  
President – Karl Pedersen

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

---

**Subject:** Emergency Storm Sewer Repair Work  
182 Pine Street West

**Report No.:** PW-020-2015  
**Agenda Date:** May 5, 2015

---

### **Attachments**

- Appendix 01:** Sketch of Proposed Work  
**Appendix 02:** Quotation – Pedersen Construction  
**Appendix 03:** Draft Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-020-2015;
2. That as outlined in Section 2.20 of By-law No. 2009-012 (Purchasing Policy), being the definition of “Emergency” and Section 4.23 “Emergency Purchases”, Council authorizes the Emergency Storm Sewer Repair work at 182 Pine Street West;
3. That Council approves the award of the emergency repair work to *Pedersen Construction (2013) Inc.* in the amount of \$ 62,700.00 plus HST; and
4. That Council directs Staff to prepare the necessary by-law and agreement for consideration at the May 5, 2015 Regular Council meeting.

### **Background**

On Thursday April 16, 2015 at approximately 1:30 p.m. the Public Works Department received notification of an apparent storm sewer pipe collapse located in the rear yard at 182 Pine Street West. Following a site visit it was determined that the location of the collapse was within a previously assigned easement (10 feet in width) that had been provided for the installation by a previous owner. The piping was determined to be 750 mm diameter PVC “Big O” buried in a former ravine at a depth of approximately 5.7 metres (19 feet). This installation dates back to the development of a former industrial property for residential purposes.

On April 17<sup>th</sup> the City retained the video camera services of “Private Eye” to inspect the infrastructure to determine the location and extent of the failure. The inspection indicated that the piping began to deform at a location of approximately 12.0 metres from the outlet near the Wabi River and continued to a point approximately 32.5 metres from the outlet, where it had collapsed due to potential stress. The length of damaged pipe beyond this point has not been confirmed, however, is estimated to be a total of 30 metres.

**Appendix 01** illustrates the approximate location and extent of the storm sewer pipe collapse at 182 Pine Street West. It should be noted that the property has an extensive subsurface drainage system as well as a professional designed and installed irrigation system that draws water from the Wabi River.

The status of the storm sewer pipe repairs was discussed at the Public Works Committee meeting held on Thursday April, 23<sup>rd</sup>, 2015, with a recommendation to proceed with the emergency repairs approved by the Committee.

### **Analysis**

Also outlined above the existing piping was installed within a 10 foot wide easement which currently crosses residential property. The infrastructure drains an open drainage system located across Pine Street and originates to the north and west as far as the Agricultural Research property and beyond. The existence of the piping is vital to the drainage in this area of the City.

Based on extent of the damage as well as the location and depth, a quotation for repair work was requested from a local contractor experienced in remediation and repair of piping at significant depth and restricted work areas.

### **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 quotation for the proposed work is included in **Appendix 02**, as provided by Pedersen Construction. The work includes the excavation of and replacement of the damaged 750 mm diameter storm sewer piping, the repair of damaged drainage and irrigation systems and restoration of construction area, as required to a minimum of granular or topsoil grades and the placement of seeding.

Investigation work completed as a result of the storm sewer collapse work and carried out on April 17<sup>th</sup> and 27<sup>th</sup> was completed by the City and will be included in the current Transportation Services Operations Budget.

### **Alternatives**

No alternatives were considered.

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

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

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



**Approximate Location of Storm Sewer Failure – 182 Pine Street West.**



(705) 647-6223  
Fax (705) 647-8851

# Pedersen Construction (2013) Inc.

Hwy. 11 & 65 West, P.O. Box 2409, New Liskeard, Ontario P0J 1P0

April 22, 2015

City of Temiskaming Shores  
P.O. Box 2050, 325 Farr Drive  
Haileybury, Ontario P0J 1P0

**Attention: Mr. Doug Walsh**

Dear Sir,

**Quotation: Repair Storm Sewer at  
182 Pine Street West, New Liskeard**

---

I hereby quote the following.

1. Mobilize equipment.
2. Set Up "traffic Control" signage and sedimentation control.
3. DST consulting Engineers to perform pre construction survey of existing adjoining residences.  
DST Consulting Engineers to monitor vibrations during storm sewer repair operations.
4. Excavate and replace existing damaged storm sewer with 30 L.M of 750 mm HDPE (320 kPa)  
storm sewer c/w stone chip bedding and cover material.
5. Repair the damaged irrigation system as required.
6. Restore existing lawn with 100 mm of topsoil and seeding.
7. Demobilize equipment

**Lump Sum \$62,700.00**

**Notes:**

- 1) HST extra
- 2) All permits and permission to enter by others.
- 3) Add \$5,000.00 to install sod instead of seeding.

Yours Truly,

Karl Pedersen  
President



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

**By-law No. 2015-000**

**Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Emergency Repairs to the Storm Sewer Infrastructure located at 182 Pine Street West within the City of Temiskaming Shores**

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

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

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

**And whereas** Council considered Administrative Report No. PW-020-2015 at the May 5<sup>th</sup>, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Emergency Repairs to the Storm Sewer Infrastructure located at 182 Pine Street West for consideration at the May 5<sup>th</sup>, 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Pedersen Construction (2013) Inc. for the Emergency Repairs to Storm Sewer Infrastructure at 182 Pine Street West within in the City of Temiskaming Shores, in the amount of \$62,700.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed this 5<sup>th</sup> day of May, 2015.**

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2015-000**

Agreement between

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

and

**Pedersen Construction (2013) Inc.**

for the Emergency Repairs to Storm Sewer  
Infrastructure at 182 Pine Street West

**This agreement** made in duplicate this 5<sup>th</sup> day of May 2015.

Between:

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

(hereinafter called "the Owner")

and

**Pedersen Construction (2013) Inc.**

(hereinafter called "the Contractor")

Witnesseth:

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

**Article I:**

The Contractor will:

- a) Provide all material and perform all work described in the Quotation dated April 22<sup>nd</sup>, 2015 and attached hereto as Appendix 01 and forming part of this agreement;
- b) Do and fulfill everything indicated by this Agreement and in the intended works; and
- c) Complete, as certified by the Director, all the work by **September 30<sup>th</sup>, 2015.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid Sixty-Two Thousand Seven Hundred Dollars and Zero Cents (\$62,700.00) plus applicable taxes subject to additions and deductions as provided in the Quotation.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

A copy of the Quotation dated April 22<sup>nd</sup>, 2015 is hereto annexed to this Form of Agreement and together with the plans (sketch) relating thereto, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

**Article IV:**

All communications in writing between the parties, or between them and the Director 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 post or telegram addressed as follows:

The Contractor:

**Pedersen Construction (2013) Inc.**  
P.O. Box 2409  
New Liskeard, Ontario  
P0J 1P0

The Owner:

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

The Director:

**The Director of Public Works - City of Temiskaming Shores**  
P.O. Box 2050 - 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

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

Signed and Sealed in )  
the presence of )

Contractor's Seal )

Contractor's Seal )

Municipal Seal )

**Pedersen Construction (2013) Inc.**

\_\_\_\_\_

President – Karl Pedersen

\_\_\_\_\_

Witness

Name: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_

Mayor – Carman Kidd

\_\_\_\_\_

Clerk – David B. Treen

---

**Subject:** Emergency Sanitary Sewer Main  
Repair Work – Rebecca Street

**Report No.:** PW-021-2015  
**Agenda Date:** May 5, 2015

---

### **Attachments**

- Appendix 01:** Sketch of Proposed Work  
**Appendix 02:** Quotation – Pedersen Construction  
**Appendix 03:** Draft Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-021-2015;
2. That as outlined in Section 2.20 of By-law No. 2009-012 (Purchasing Policy), being the definition of “Emergency” and Section 4.23 “Emergency Purchases”, Council authorizes the Emergency Sanitary Sewer Main Repair work on Rebecca Street;
3. That Council approves the award of the emergency repair work to *Pedersen Construction (2013) Inc.* in the amount of \$ 74,680.00 plus HST; and
4. That Council directs Staff to prepare the necessary by-law to enter into an agreement for consideration at the May 5, 2015 Regular Council meeting.

### **Background**

On Friday March 6, 2015 at approximately 6:00 a.m. the Public Works Department received notification of watermain rupture on Rebecca Street between Oak and Elm Streets north of the Wabi River.

Shortly after arrival on site, staff was advised by a number of residents adjacent to the water break, that water had entered the lower levels of their dwellings. The drinking water system within the immediate area was controlled and it was apparent that the source of flow into the dwellings was via the sanitary sewer system.

As indicated in the sketch, included as **Appendix 01**, the 100 mm diameter ductile iron watermain is located on the east side of the roadway at a depth of approximately 1.9 metres. The rupture occurred immediately adjacent to 101 Rebecca Street. The sanitary sewer main is located in the centre of the roadway at a depth of approximately 3.4 to 4.3 metres in depth and is constructed with vitrified clay tile.

Due to the location and nature of the break (and sewer issues), additional hired equipment and manpower was required. Vacuum trucks were required to maintain flow

in the sanitary sewer system to prevent flooding of adjacent property and utility trucks were required to support hydro installations adjacent to the excavation work.

Following the repairs to the watermain, the sanitary sewer main was inspected with closed circuit video camera revealing a collapse in close proximity to previous repair work, at a depth of nearly 11 feet was detected. Additional excavation and repair work was carried out to temporarily remediate the problem.

Since that time, staff and hired equipment have returned to the area no fewer than on six occasions to inspect and flush debris from the sewer main. This installation dates back to the original installation of services to this area as is evident with the materials used and currently in place.

**Appendix 01** illustrates the approximate location and extent of the sanitary sewer system that requires immediate replacement on Rebecca Street to alleviate further issues in this area.

The status of the sanitary sewer infrastructure repairs on Rebecca Street was discussed at the Public Works Committee meeting held on Thursday April, 23<sup>rd</sup>, 2015, with a recommendation to proceed with the emergency repairs approved by the Committee.

**Analysis**

Also outlined above the existing piping was installed when this area was serviced with sanitary sewer. The piping consists of short length vitrified clay that is exhibiting significant deterioration and is extremely weakened due to recent surcharging. The maintenance holes are constructed with red-clay bricks and are also extremely fragile. Based on the nature of the work being considered, a quotation for repair work was requested from a local contractor experienced in remediation, replacement and repair of piping of this nature.

**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 quotation for the proposed work is included as **Appendix 02** provided by Pedersen Construction. The work includes the excavation of and replacement of approximately 60 metres of existing 200 mm diameter vitrified sanitary sewer piping with 200 mm PVC piping, the replacement of two precast maintenance holes and the reconnection of eight (8) services to a distance of approximately 4 metres from the main. Restoration of the construction area, is required to a minimum of granular or topsoil grades. (Roadway base is 450 mm of Granular “B” material with a surface of 150 mm of Granular “A”.)

Repair and continued maintenance work completed as a result of the sanitary sewer failure and carried out since March 6<sup>th</sup>, 2015 was completed by the City and hired forces and will be included in the current Environmental Services Operations Budget.

### **Alternatives**

No alternatives were considered.

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

---

G. Douglas Walsh, CET  
Director of Public Works

---

Christopher W. Oslund  
City Manager



OAK AVENUE

LANE

CONCRETE SIDEWALK

10' DWM  
12" Ø CSP-1.03%

F HYD. 8" VALVE

75' COVER

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

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20

21

22

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25

26

27

28

29

30

10

7B

82

86

96

9A

104

106

110

114

55

H&TF

O

H&TF

O

MH

O

MH

O

MH

O

MH

O

8" Ø SAN SEWER

CONCRETE SIDEWALK

F HYD 8" VALVE

MH

O

AVENUE

ELM

12" Ø CSP

LIMIT OF WORK

R-0.38%

NOTE: C/B ON EAST SIDE  
OF REBECCA

WEST INV. E.L. 996.0  
EAST INV. E.L. 996.0  
COVER E.L. 998.1

EAST INV. E.L. 995.5

590.3

602.9

8" Ø SAN SEWER-10.4%

616.3

8" Ø SAN SEWER-1.05%

617.0

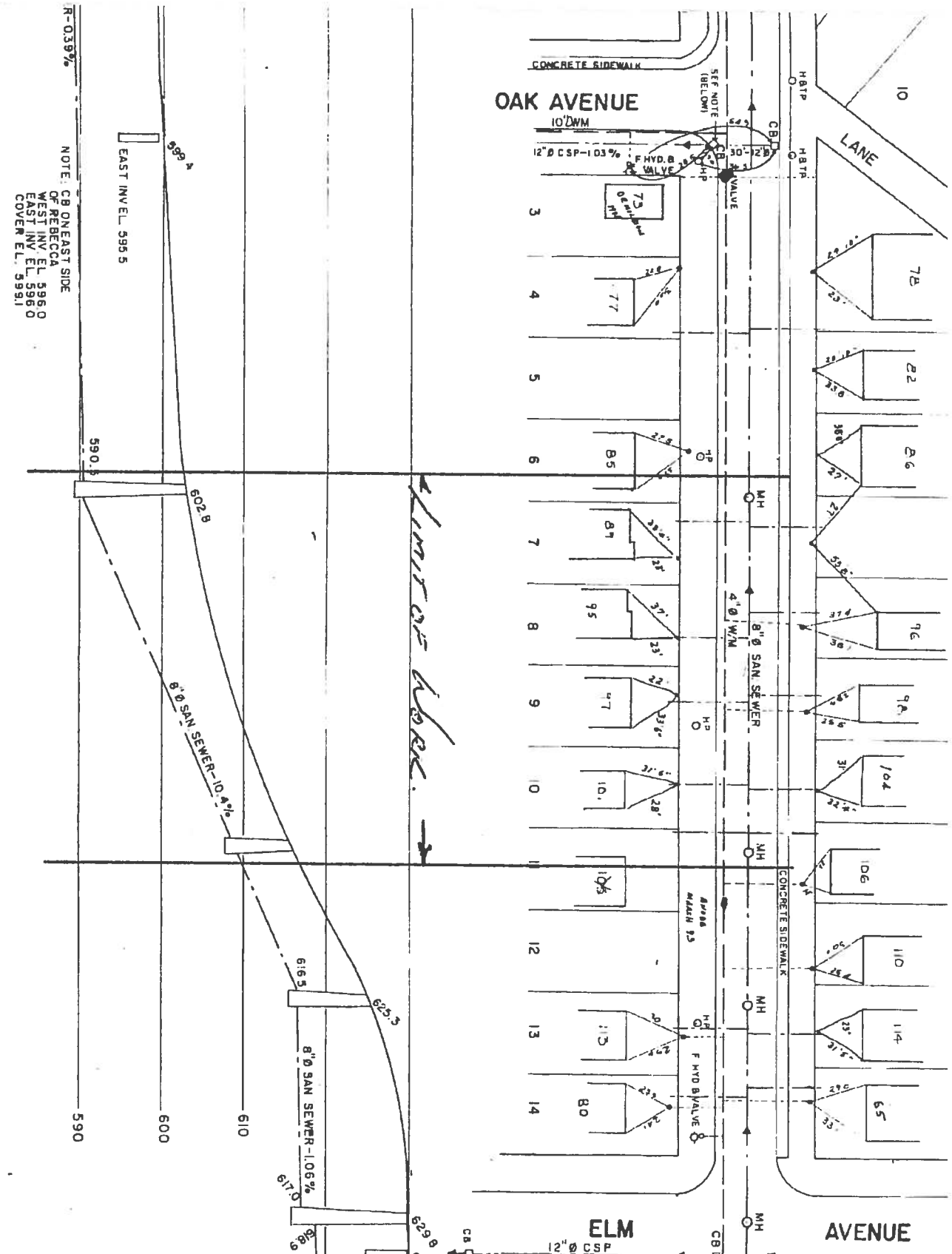
629.9

610

600

590

580





(705) 647-6223  
Fax (705) 647-8851

# Pedersen Construction (2013) Inc.

Hwy. 11 & 65 West, P.O. Box 2409, New Liskeard, Ontario P0J 1P0

April 21, 2015  
City of Temiskaming Shores  
P.O. Box 2050, 325 Farr Drive  
Haileybury, Ontario P0J 1K0

**Attention: Mr. Doug Walsh**

Dear Sir,

**Quotation: Rebecca Street/New Liskeard  
Replacement of Sanitary Sewer Main**

---

I hereby quote the following.

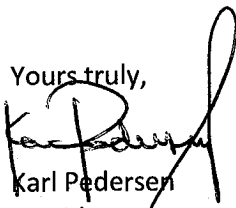
1. Mobilize equipment.
2. Set Up "Traffic Control" signage.
3. Set Up and maintain sewer bypass pump.
4. Supply and install approximately 60 lineal meters of 200mm diameter sanitary sewer c/w stone chip bedding & cover material, 450mm of granular 'B', type 1 subbase restoration and 150mm of granular 'A' base restoration. Asphalt paving, topsoil and sod restoration by others.
5. Reconnect 8 sanitary sewer services to sewer main within sanitary sewer trench. (Maximum service reconnection length-4meters)
6. Supply and install two 1200mm precast sanitary manholes c/w benching, frost straps and new manhole frame and cover.
7. Remove bypass pump, construction signs and demobilize equipment.

**Lump Sum \$74,680.00**

**Notes:**

1. HST Extra.
2. Term-30days/No Holdbacks
3. Camera inspection @ cost plus 15%, if required.

Yours truly,

  
Karl Pedersen  
President

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

**Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Emergency Repairs to the Sanitary Sewer Infrastructure located on Rebecca Street, within the City of Temiskaming Shores**

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

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

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

**And whereas** Council considered Administrative Report No. PW-021-2015 at the May 5<sup>th</sup>, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Emergency Repairs to the Sanitary Sewer Infrastructure located on Rebecca Street for consideration at the May 5<sup>th</sup>, 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Pedersen construction (2013) Inc. for the Emergency Repairs to Sanitary Sewer Infrastructure on Rebecca Street within in the City of Temiskaming Shores, in the amount of \$74,680.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed this 5<sup>th</sup> day of May, 2015.**

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2015-000**

Agreement between

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

and

**Pedersen Construction (2013) Inc.**

for the Emergency Repairs to Sanitary Sewer Infrastructure on  
Rebecca Street

**This agreement** made in duplicate this 5<sup>th</sup> day of May 2015.

Between:

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

(hereinafter called "the Owner")

and

**Pedersen Construction (2013) Inc.**

(hereinafter called "the Contractor")

Witnesseth:

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

**Article I:**

The Contractor will:

- a) Provide all material and perform all work described in the Quotation dated April 21<sup>st</sup>, 2015 and attached hereto as Appendix 01 forming part of this agreement;
- b) Do and fulfill everything indicated by this Agreement and in the intended works;  
and
- c) Complete, as certified by the Director, all the work by **September 30<sup>th</sup>, 2015.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Seventy-Four Thousand Six Hundred and Eighty Dollars and Zero Cents (\$74,680.00) plus applicable taxes** subject to additions and deductions as provided in the Quotation.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

A copy of the Quotation dated April 21<sup>st</sup>, 2015 is hereto annexed to this Form of Agreement and together with the plans (sketch) relating thereto, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

**Article IV:**

All communications in writing between the parties, or between them and the Director 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 post or telegram addressed as follows:

The Contractor:

**Pedersen Construction (2013) Inc.**  
P.O. Box 2409  
New Liskeard, Ontario  
P0J 1P0

The Owner:

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

The Director:

**The Director of Public Works - City of Temiskaming Shores**  
P.O. Box 2050 - 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

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

Signed and Sealed in )  
the presence of )

Contractor's Seal )

Contractor's Seal )

Municipal Seal )

**Pedersen Construction (2013) Inc.**

\_\_\_\_\_  
President – Karl Pedersen

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

**Subject:** Single Axle Sanders

**Report No.:** PW-022-2015  
**Agenda Date:** May 5, 2015

**Attachments**

- Appendix 01:** RFQ Results
- Appendix 02:** Draft Agreement

**Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-022-2015;
2. That as outlined in Section 3.5 of By-law No. 2009-012 (Purchasing Policy) Council approves the purchase of two new single axle sanders from Freightliner – North Bay, as detailed in Request for Tender PW-RFT-001-2015, for a total upset limit of \$ 349,958.00 plus applicable taxes; and
3. That Council directs staff to prepare the necessary by-law and agreement for consideration at the May 5, 2015 Regular Council meeting.

**Background**

As part of our Asset Management and Fleet Replacement Plans, staff identified the need to replace our aging sanders. Our existing two sanders are over twenty years old and unsafe to drive. Council approved the replacement of the two sanders during the 2015 Budget process. Once replaced, the old sanders will be deemed as surplus and removed from our fleet.

Request for Tender PW-RFT-001-2015 was distributed to known suppliers and advertised in the City’s Bulletin and on the website.

**Analysis**

Three (3) submissions were received prior to the closing date of April 30, 2015 at 2:00 p.m. The tenders were reviewed and evaluated in accordance to the requirements of the RFT and the deliverables to be provided by the successful service provider.

**Appendix 01 – RFQ Results** summarizes the results of the responses received and are as follows:

<b>Vendor</b>	<b>Sub-Total</b>	<b>HST</b>	<b>Total</b>
Surgenor Truck Centre	\$ 410,440.00	\$ 53,357.20	\$ 463,797.20
Kenworth	\$ 383,450.00	\$ 49,848.50	\$ 433,298.50
Freightliner	\$ 349,958.00	\$ 45,494.54	\$ 395,452.54



Based on the evaluation process, it is recommended that an agreement be entered into with Freightliner (North Bay) for the supply and delivery of two new sanders.

**Financial / Staffing Implications**

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

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

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

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and approved by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

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

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

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

Document Title: **PW-RFT-001-2015**

Opening Date: **April 30, 2015**

Opening Time: **2:00 pm**

Description: **Supply and Delivery of 2 Sanders**

Inquiry Contact: **Mitch Lafreniere, Manager of Assets**

Form of Proposal

Bidder: **SURGENDR TRUCK CRE.**

Price per unit (2):	205,220.
Sub-total (both units):	410,440.
Total with HST:	463,797.20

Non Collusion Affidavit **Conflict ✓**

Bidder:

Price per unit (2):	
Sub-Total (both units):	
Total with HST:	

Non Collusion Affidavit

Bidder: **KENWORTH N.L.**

Price per unit (2):	191,725.
Sub-total (both units):	383,450.
Total with HST:	433,298.50

Non Collusion Affidavit **Conflict ✓**

Bidder:

Price per unit (2):	
Sub-Total (both units):	
Total with HST:	

Non Collusion Affidavit

Bidder: **FREIGHTLINER NORTH**

Price per unit (2):	174,979.34
Sub-total (both units):	349,958.
Total with HST:	395,452.54

Non Collusion Affidavit **Conflict ✓**

Bidder:

Price per unit (2):	
Sub-Total (both units):	
Total with HST:	

Non Collusion Affidavit

Comment: Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

<b>Print Name</b>	<b>Representing</b>
Donald L'Heveillé	New Liskeard
Mitch Lafreniere	Ken worth
Doug Warrick	City T. Shores
DAVE TREEN	" " "
LINDA MCKNIGHT	" " "
	City of T. S.

<b>Signature</b>

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

**By-law No. 2015-000**

**Being a by-law to enter into an agreement with Freightliner for the supply and delivery of two (2) single axle sanders with under mount plow to the City of Temiskaming Shores**

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

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

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

**And whereas** Council considered Administrative Report No. PW-022-2015 at the May 5<sup>th</sup>, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Freightliner for the supply and delivery of two (2) single axle sanders with under mount plow for consideration at the May 5<sup>th</sup>, 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Freightliner for the supply and delivery of two (2) single axle sanders with under mount plow in the amount of \$349,958.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of May, 2015.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2015-000**

Agreement between

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

and

**Freightliner**

for the supply and delivery of two (2) single axle  
Sanders with under mount plow

**This agreement** made in duplicate this 5<sup>th</sup> day of May 2015.

Between:

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

and

**Freightliner**  
(hereinafter called “the Vendor”)

Witnesseth:

That the Purchaser and Vendor shall undertake and agree as follows:

**Article I:**

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores  
Supply and Delivery of two (2) Single Axle Sanders  
Tender No. PW-RFT-001-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents, attached hereto as Appendix 01 and forming part of this by-law;
- c) Complete, as certified by the Engineer, all the work by **September 30<sup>th</sup>, 2015.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the supply and delivery aforesaid **Three Hundred and Eighty-Three Thousand Four Hundred and Fifty Dollars and Zero Cents (\$383,450.00) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

**Article IV:**

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Vendor:

**Freightliner – North Bay**  
40 Commerce Crescent  
North Bay, Ontario  
P1A 0B4

The Owner:

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

The Director:

**The Director of Public Works - City of Temiskaming Shores**  
P.O. Box 2050 - 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

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

Signed and Sealed in )  
the presence of )

Vendor’s Seal )  
(if applicable) )

Municipal Seal )

**Freightliner**

\_\_\_\_\_  
Vendor – Darin Roy

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2015-000**

Form of Agreement

### Vehicle Specifications

Description	Conform		If No, Indicated Alternative
	Yes	No	
<b>Make / Model / Year</b>			
Please state the Make/Model/Year of the cab and chassis offered: <u>2016 Freightliner 108SD</u>	✓		
Acceptable Manufacturers/models are: Kenworth T440 or equivalent.		—	Freightliner
Cab to be White in Color	✓		
The Cab and chassis shall have a full service franchised dealer located within the City of Temiskaming shores		—	Full parts/service/sales dealership located North Bay, ON
Alternates will be given consideration assuming they meet with the specification and operational requirements of the City of Temiskaming shores.	✓		
<b>The City reserves the right to request demonstrations to determine the suitability of a given chassis</b>	✓		
<b>Vehicle Weight and Regulatory Pre-qualifications</b>			
Description	Yes	No	If No, Alternative
G.V.W.R. (Gross Vehicle Weight Registered) as required by the mounting and safe operation of equipment specified and shall be a minimum of 43,000 lbs. Please state actual: <u>43,000 lbs</u>	✓		
Final stage manufacturer or Importer of record must be approved by Transport Canada and affix a National Safety Mark. Please specify Transport Canada registration number: <u># R13</u>	✓		NSM # R13 Gincor Industries

Initial DR



<p>Successful Proponent shall be a licensed retail motor vehicle dealer in good standing with the Ontario Motor Vehicle Industry Council. Please provide a copy of the license with the Proposal submission. Proposals from suppliers not meeting the requirements under the Motor Vehicles Dealers Act will be disqualified, specifically sections: 20/91, 693/91, 283/92, 201/94, 223/94, 207/00, 23/05, MVDA 1994 c. 27 s. 92, 1997 c. 19 s. 38, c. 35 s. 2, 1998 c. 18 sch. E, s. 184 - 186, 1999 c. 12 sch. G s. 29, 2001 c. 9 sch. D, s. 13, 14 2002 c. 30 sch. E s. 12, as well as any other applicable sections of the act. The Dealer's history and past performance will be used as part of the selection process. Please enclose copies of applicable licenses. Specify Dealer and Salespersons License Numbers.</p>	✓		<p>Freightliner North Bay Dealer Reg# 4416178 Salesperson: Darin Roy OMVIC # 5198924</p>
<p>From time to time, it may be necessary for the Successful Proponent to transport the vehicle either under its own power or by means of towing or floating. As such we require that the Proponent maintain a valid CVOR, Commercial Vehicle Operator Record in the province of Ontario. Proponents without a valid CVOR will be disqualified. Please specify CVOR #: <u>105811648</u></p>	✓		
<p>The Successful Proponent shall be a licensed motor vehicle inspection station for the class of vehicle being supplied. Please enclose a copy of the inspection station license with the Proposal.</p>	✓		
<p>All warranty and pre-delivery functions shall be performed by a licensed factory trained 310 Truck and Coach mechanic or a registered truck and coach mechanic.</p>	✓		
<p>The successful proponent shall offer emergency technical support seven (7) days a week, twenty-four (24) hours a day. Please specify the after-hour and contact numbers</p>	✓		<p>800-332-1136 Local = 705-476-0516</p>
<b>Engine</b>			
<b>Description</b>	<b>Yes</b>	<b>No</b>	<b>If No, Alternative</b>
<p>Wet sleeved Turbo diesel engine complete with electronic engine protection system and air to air intercooler.</p>	✓		

Initial DR

Minimum 9 litre engine category, wet sleeved Turbo diesel engine complete with electronic engine protection system and air to air intercooler; utilizing SCR emissions reduction technology (Selective Catalytic reduction) Engine shall carry a 2 year, 250,000 Mile warranty.	✓		Cummins ISL9
Engine shall provide a minimum of 350 H.P. at 1,800 RPM. State actual: <u>370 HP @ 2000 RPM</u>	✓		
1,150 ft. lbs. of torque at 1,100 RPM State actual: <u>1250 LB/FT @ 1400 RPM</u>	✓		
Engine must be wet sleeved and re-buildable	✓		
Full flow type oil filter, fuel and coolant filters equipped with drain cock	✓		
A minimum of a 160 amp. alternator with built in diode, rectifiers and shielded slip rings and brushes providing a minimum 50 amps at idle; Delco or Leece Neville	✓		
Three (3) heavy-duty 12-volt batteries shall be combined to deliver a minimum of 1950 C.C.A.	✓		
Engine must be equipped with a built in type governor.	✓		
Low oil pressure and high coolant temperature audio alarm or buzzer	✓		
Noise reduction package to be supplied with an in-cab rating of 79 decibels or less at operating speed. Shall incorporate fully upholstered cab interior and shall be the manufacturer's premium vocational trim incorporating storage compartments where possible.	✓		
Engine shall be equipped with a 110 volt 1000 watt block heater; immersion or in-line type. The block heater plug-in shall be a fixed type with a weatherproof self-closing cover located near the driver's door	✓		
Exhaust shall consist of a muffler (mounted horizontally or vertically, and a vertical stack angled at top) complete with a stainless steel heat shield, mounted on the right side of the cab.	✓		

Initial DR

Exhaust components mounted in visible areas shall be chrome plated or stainless steel.	✓		
<b>Cooling System</b>			
<b>Description</b>	<b>Yes</b>	<b>No</b>	<b>If No, Alternative</b>
To be equipped with a electric (not bimetallic) coolant Temperature Sensing clutch fan	✓		
All hoses carrying engine coolants must be the high quality long life type (Silicone or equivalent). Minus 40 degree permanent long life type antifreeze protection	✓		
Radiator shall be the manufacturers highest capacity for the specified engine/transmission combination application with partial radiator blockage	✓		
<b>Transmission</b>			
<b>Description</b>	<b>Yes</b>	<b>No</b>	<b>If No, Alternative</b>
Shall be an Allison 6 speed automated transmission.	✓		
Dash mounted push button controls	✓		
Synthetic transmission fluid.	✓		
<b>Front Axle</b>			
<b>Description</b>	<b>Yes</b>	<b>No</b>	<b>If No, Alternative</b>
Shall be a minimum of a 20,000 lb. front axle	✓		
Axle shall be equipped with minimum 20,000 lb. springs	✓		
Axle shall be equipped with heavy-duty, double acting front shock absorbers.	✓		
Full power steering through manufacturer's standard gearbox to be provided	✓		
Front hubs shall be oil lubricated	✓		
<b>Rear Axle</b>			
<b>Description</b>	<b>Yes</b>	<b>No</b>	<b>If No, Alternative</b>
Rear axle shall be a 23,000 lb. capacity as a minimum	✓		
The preferred axles are <u>Rockwell</u> , Spicer or other equivalent products.	✓		

Initial DR

Rear axle ratio: Proponent to state ratio and supply a Performance SCAN with Proposal to verify that driveline configuration will compliment engine and transmission in order to achieve a deep reduction low gear as well as maximum top speed as specified above, while maintaining proper fluid operating temperatures	✓		Included with appendix
The rear most axle is to be a full locking type with in dash control and indicator light.	✓		
Rear suspension to be a 2 bag air ride system with a minimum rated capacity of 23,000 lbs. Suspension shall be approved for a dump/snowplow application. Shall be equipped with a suspension pressure gauge and a dash mounted suspension dump valve.	✓		
Rear axle shall be single speed	✓		
<b>Cab</b>			
<b>Description</b>	<b>Yes</b>	<b>No</b>	<b>If No, Alternative</b>
Air suspended, all aluminum, conventional cab, set back axle, with forward tilting hood and removable inner fender skirts	✓		
Driver seat to be 4 way adjustable high back cloth Bostrum style or equivalent, air ride with dual arm rests	✓		
Shall be equipped with Transport Canada approved seat belts	✓		
Shall be equipped with dual sun visors and exterior sunvisor	✓		
Mirrors – Dual Heated "West Coast" style complete with auxiliary heated convex mirrors.	✓		
Exterior mounted grab handles to assist driver and passenger to enter and exit cab	✓		
Cab interior packages shall be manufacturer's premium vocational trim-minimal exposed sheet metal in cab.	✓		
Fresh air, heavy-duty heater and dual defrosters shall be supplied; c/w factory installed air conditioning. Manufacturer's maximum output capacity system to be supplied. State actual: <u>Denso Heavy Duty</u>	✓		

Initial DR

Full cab sound insulation package to be installed; all interior panels shall be upholstered. Overhead storage pockets with two way radio mounting location overhead (with power and ground studs) shall be provided	✓		
Driver and passenger side windows to be power operated	✓		
Radio – A.M./F.M. USB radio equipped with Bluetooth mobile phone hands free to be installed, with a minimum of four speakers	✓		Only two speakers factory installed.
Dual trumpet air horn mounted on roof	✓		
Electric horns	✓		
A/C unit in cab for driver comfort	✓		
2- Dual Dash mounted cigar lighter (power point for 12 Volt acc)	✓		
Dash shall be wing type wrap around with mounted gauge package to include but is not limited to: - Speedometer with kilometers as priority numbers - Odometer (Km.) - Tachometer - Hour meter - Coolant temperature gauge - Voltmeter - Engine oil pressure - Oil temperature gauge (automatic transmission) - Dual needle air pressure gauges - Suspension load pressure gauge for rear air ride.	✓		
Vehicle must be rust proofed and undercoated using the oil spray type procedure meeting MTO Specification # 0099-2E in its latest revision. Warranty certificate must be provided on delivery of vehicle. Approved products, Rustblock, Krown or equivalent.	✓		
A 2.5 lb. fire extinguisher shall be supplied and installed in cab	✓		
At the time of P.D.I., M.T.O inspection certificate and sticker shall be supplied	✓		
Vehicle shall meet or surpass the mandatory requirements of the "Canadian Motor Vehicle Safety Regulations" and bear a compliance label from the manufacturer or importer of record	✓		
A first aid kit shall be supplied and installed.	✓		
A warning triangle kit shall be supplied and installed as well as DOT approved road flares.	✓		

Initial DR

Frame			
Description	Yes	No	If No, Alternative
High tensile with C reinforcement	✓		
11/32 x 3 1/2 x 15 15/16 or similar, 110,000 PSI double channel suitable for GVW specified and a dump/snowplow severe service application	✓		
Section modulus shall be minimum 26.5	✓		
Shall be equipped with front and rear tow hooks	✓		
Brakes			
Description	Yes	No	If No, Alternative
Full ABS air brakes to be supplied with air and electric brake towing provisions.	✓		
Air compressor output - 18.2 C.F.M. minimum	✓		
Positive rear wheel spring-loaded parking brake	✓		
Low air pressure warning indicator shall be supplied	✓		
Automatic wet air tank drain c/w heater shall be supplied	✓		
Separate manual air drain valve accessible to operator to be supplied	✓		
Full air brakes, sealed "S" cam drum type complete with Anchor-lock brand spring brakes and anti-compounding valve on rear axles. State size and particulars, both axles	✓		16.5" x 6" front brakes 16.5" x 7" rear brakes
Extended service heavy duty type foundation components	✓		
To be equipped with a heated air dryer (Bendix AD-IS)	✓		
All brakes to be equipped with automatic slack adjusters;	✓		
Shall be equipped with Visual Stroke Indicators	✓		
Shall be equipped with brake dust shields on all wheels	✓		
Means shall be provided to release brakes with no air pressure in reservoir (caging bolts).	✓		
Electronic 4 channel ABS	✓		
Wheels and Tires			
Description	Yes	No	If No, Alternative

Initial DR

Front tires: Two (2) – 425/65 R 22.5, 20 ply, steel belted radials; Michelin XZY3, Bridgestone M 844, or Goodyear G286 or equivalent	✓		
Front wheels: Two (2), hub piloted aluminum disc type able to sustain load capacity specified	✓		
Rear tires: four (4) – 11 R 22.5, steel belted radials; - Michelin XDN2, Bridgestone M 711, Goodyear G362 or equivalent	✓		
Rear wheels: four (4) hub piloted heavy duty, two hand holed, steel disc, able to sustain load capacity specified (minimum thickness .472")	✓		
<b>Fuel Tank</b>			
<b>Description</b>	<b>Yes</b>	<b>No</b>	<b>If No, Alternative</b>
Dual 50 U.S. gallon or single 100 gal. aluminum step tanks; under cab (right and left) mounted	✓		
Dash mount gauge to be supplied	✓		
<b>Electrical</b>			
<b>Description</b>	<b>Yes</b>	<b>No</b>	<b>If No, Alternative</b>
All lamps and reflectors supplied must meet MTO standards for commercial vehicles, CMVSS	✓		
All lamps to be weather/vapor proof, shock free type. LED wherever possible.	✓		
Tail/Stop and clearance lights to be LED type (Trucklite, Grote or Federal Signal)	✓		
All wiring shall be coded and connections shall be soldered requiring no exposed wires or terminals	✓		
All circuits shall be protected by circuit breakers	✓		
All relays and circuit breakers shall be housed in a plastic waterproof sealed terminal box	✓		
The entire electrical system shall be vapor sealed to eliminate moisture damage to NEMA 4 standards			
<ul style="list-style-type: none"> <li>- Dual factory installed amber LED strobes shall be mounted on stainless steel brackets on the cab roof.</li> <li>- Switches and indicator light to be mounted in cab.</li> <li>- Six oval recessed LED type strobes shall be supplied, 2 in front bumper, 2 in rear light cluster and one on each side of the unit at midpoint; Federal Signal, Grote etc.</li> </ul>	✓		
Back up alarm to be supplied and installed. (97 DBA)	✓		

Initial DR

Hydraulic pump shall be a transmission mounted engine crank driven gear pump and necessary valves to operate salt spreader, dump box and underbody plow.	✓		
Dump Body			
Description	Yes	No	If No, Alternative
Overall length built in accordance with sand spreader manufacturers dimensional requirements with air operated tarper. Shall also be equipped with a hoist up warning light. (high intensity LED)	✓		
Smooth sided design with reinforcements designed to shed material.	✓		
Dual acting tailgate air operated with 1 asphalt chute.	✓		
The dump body shall be constructed of high tensile steel suitable for severe duty service including chunk concrete, asphalt, rock, demolition debris and soils.	✓		
Shall be equipped with LED stop, turn and tail signals mounted in rear post of body along with reverse lights in addition to the lights supplied by the chassis OEM which shall be retained.	✓		
All seams to be continuous weld	✓		
The dump body shall be mounted in a 3 point system to allow flexing	✓		
Shall be equipped with a telescopic or underbody hoist as applicable. Please state details.	✓		Mailhot Model CS94-5-3 Front lift telescopic hoist
Shall be equipped with a non-air operated pintle hitch rated for 40 tons and a 2" receiver hitch mounted in pintle plate. 7 pole RV style light plug with corresponding electric brake controller mounted in cab. Trailer air provisions and standard ABS tractor/trailer style light plug shall be provided as well.	✓		
Rear axle shall be equipped with an ONSPOT air deploy tire chain system which is data linked through the J1939 protocol to automatically retract the tire chains over 40 KM/H.	✓		
Shall include a safety bar which can be operated from ground level to support the raised body	✓		
Under Body Plow			
Description	Yes	No	If No, Alternative

Initial DR



The fixed underbody salt plow will have a clearing path of 9'-3" with a 30 degree attack angle to road surface or similar	✓		
Underbody plow moldboard to be attached to left and right side brackets bolted to the side of the chassis frame rails. The brackets must include two 3 3/4" x 5/8" height adjustable plow mounting tubes.	✓		
Adjustable tubes are required to ensure proper mounting height of underbody plow.	✓		
The main plow mounting beam, for which the 32 tynes are attached, must be 4" x 3" mounting pins or similar.	✓		
The moldboard must consist of 32 individually acting carbide tipped spring tynes. Individual tynes must have a maximum width of 3.5"	✓		
Tynes must be utilized to permit the underbody plow to easily follow the contours of the road surface. Full width steel moldboards are not acceptable.	✓		
Load-share air bag system shall be used to lower the underbody plow into the working position. In-cab air control shall be provided.	✓		
Down pressure will be achieved via the Air bag with mechanical spring mechanism.	✓		
An in-cab air regulator shall be provided to allow the operator to easily adjust the amount of down pressure on underbody plow.	✓		
Two(2) mechanical extension type springs to be installed on either side of air bag. The purpose of these springs is to return the underbody plow to the travel position upon activation of in-cab control.	✓		
The springs shall be 19" long x 2 3/8" diameter with 3/8" wire or similar.	✓		
Two (2) safety features to be provided with underbody plow: 1) Plow to automatically raise, upon encountering a major road obstruction. Plow will then automatically return to the down working position with the air down pressure resumed at pre-determined setting. 2) Electric over-ride of pneumatic control must be provided as a safety device to prevent truck from operating in reverse while underbody plow is in down position.	✓ ✓ ✓		

Initial DR

Miscellaneous			
Description	Yes	No	If No, Alternative
Line setting ticket and /or vehicle specifications sheet shall be supplied indicating component size capacities, lubrication and electrical specifications etc. for regional records in order to facilitate future repairs	✓		
Hydraulic and electrical schematics shall be supplied	✓		
A complete set of parts and shop manuals to be supplied for each component or a lifetime electronic subscription to online manuals for all components.	✓		
Combination Dump Body/Spreader			
Description	Yes	No	If No, Alternative
Spreaders to be new, current model. This spreader must apply: <i>Viking PL1112 HW Gen II</i>	✓		
• Dry material	✓		
Product brochure to be submitted with bid.	✓		
Spreader, control system to be supplied from a single, ISO certified manufacturer. All functions to be run test before leaving the factory and a copy of the run test to be provided.	✓		
Dry material hopper capacity to be a minimum of 6 yards.	✓		
State unladen tare weight of spreader. <i>6650 lbs</i>	✓		
State dimensions of spreader. <i>11' length/45" sides</i>	✓		
Box to be U-body style.	✓		
Box to be all steel construction(hardox 450 hi tensile steel or equivalent). All material surfaces to be shot blasted and shall have primer coats and top coats of manufacturers black polyurethane paint baked on for durability.	✓		
All hydraulic controls, including drive motors and valving and all electronic controls are to be housed in a sealed compartment at rear of the cab. Plastic enclosures are not acceptable.	✓		
Side mounted access ladders with hand holds and safety grip steps to provide access to rear compartment.	✓		
PTO, driven transmission mounted.	✓		
2 section proportional air valves with in-cab controls	✓		
30 gallon side mount oil reservoir	✓		

Initial *DR*

Low hydraulic oil level in-cab light and buzzer	✓		
Controller (Force America SSC2100 or equivalent) to allow on-the go operator adjustment of: <ul style="list-style-type: none"> <li>• Spreading width</li> <li>• Spreading quantity</li> <li>• Maximum ('blast')</li> </ul>	✓		
All electrical functions to be through a single, 6 conductor, multiplex wiring harness. Control system must be capable of full manual override to allow spreading in the event of an electrical failure.	✓		
Warranty to be 100% parts and labour against defects in materials and workmanship with the following minimum coverage: <ul style="list-style-type: none"> <li>• 1 year full FOB customer yard</li> <li>• 2 years on all electrical components FOB nearest Dealer</li> </ul>	✓		
Two parts and Operator manuals to be provided.	✓		
Operator training to be included.	✓		
Units to be supplied with suitable components to comply with this specification in all respects. This specification lists only the major details and it is the Vendor's responsibility to deliver complete and operable units.	✓		
Units must not be prototypes and must have been in use with other municipalities for a minimum of one year. A minimum of 5 references to be provided on request.	✓		
Vendor must maintain a parts inventory and be able to provide prompt 24/7 service during the winter operating season. Prior to the tender award the Corporation reserves the right to visit potential vendor's facilities. Factory must provide a written 15 year parts availability guarantee.	✓		

Initial DR

**City of Temiskaming Shores**  
**PW-RFT-001-2015**  
Supply and Delivery of new Sanders

PW-RFT-001-2015

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We'll, Freightliner North Bay  
(Registered Company Name/Individuals Name)

of, 40 Commerce Crescent, North Bay ON, P1A 0B4  
(Registered Address and Postal Code)

Business:

Phone Number (705) - 476 - 0516

Fax Number (705) - 476 - 9410

Email sales@freightlinernb.com

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

Price per unit (less HST)	\$ <u>174979.00</u>
Sub Total for both Sanders	\$ <u>349958.00</u>
Grand Total with HST	\$ <u>395452.54</u>

## Proposal Evaluation Criteria

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

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

City Proposal Evaluation Criteria			Maximum Total Points
	Weight	Points	
<b>Qualifications, Expertise and Performance on Similar Projects</b>			
Past ability to complete projects within timelines and budgets	6	10	60
Stability and reputation of firm	4	10	40
Qualifications of technical support staff	5	10	50
Qualifications of senior staff / project manager	5	10	50
<b>20%</b>			
<b>Proposed Project Manager and Team</b>			
Past experience in directing / involvement with similar projects	5	10	50
Specialized field or expertise	5	10	50
Understanding of proposed project	5	10	50
<b>15%</b>			
<b>Completeness and Schedule</b>			
Availability of key staff	5	10	50
Demonstrated cost control / monitoring program	5	10	50
Methodology and Schedule	5	10	50
Quality assurance program	5	10	50
Demonstrated how the firm will assist the City on achieving efficiency.	5	10	50
Consideration will also be given to the amount of City resources that the consultant will use during the project			
<b>25%</b>			
<b>Knowledge of City Regarding the Project</b>			
Members of the team must be familiar with the City's infrastructure, and have a working knowledge of the area surveying environment	10	10	100
<b>10%</b>			
<b>Estimated Fees and Disbursements</b>			
Cost estimates are evaluated for completeness and lowest is scored 10 points, next 8 points, etc. If more than 5 proposals, then only 5 lowest Bids are to receive points, and the remaining higher Bids will be given 0.25 points. Prices within a small differential will be scored as equal.	30	10	300
<b>30%</b>			

**City of Temiskaming Shores**  
**PW-RFT-001-2015**  
Supply and Delivery of new Sanders

**Non Collusion Affidavit**

I/ We Freightliner North Bay the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

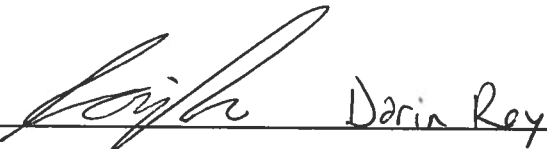
Such bid is genuine and is not a collusive or sham bid.

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

 Darin Roy

Company Name

Freightliner North Bay

Title

Sales Manager

**City of Temiskaming Shores**  
**PW-RFT-001-2015**  
Supply and Delivery of new Sanders

**Conflict of Interest Declaration**

Please check appropriate response:

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

List Situations:

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

Dated at North Bay, ON this 27 day of April, 2015.

FIRM NAME: Freightliner North Bay

BIDDER'S AUTHORIZED OFFICIAL: Darin Roy

TITLE: Sales Manager

SIGNATURE: 

**Subject:** Submission of Application for Funding  
 Continuous Improvement Fund (CIF)

**Report No.:** PW-023-2015  
**Agenda Date:** May 5, 2015

**Attachments**          None

**Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-023-2015; and
2. That Council authorizes staff to submit an Expression of Interest / Application for Phase 2 of the City's Promotion and Education Campaign related to the Enhanced Recycling Program to the Continuous Improvement Fund (CIF).

**Background**

Due to a noted increase in contamination rates within the City's Recycling Program staff have initiated a blitz with a focus on increased awareness. Staff has also been assigned to inspect, at random, recycling containers placed at the curb prior to collection by Phippen Waste Management. As a result, a number of containers have been tagged to notify the owners that unacceptable material has been detected and the material will or has not been collected during that pick-up.

On April 23, 2015 municipal staff met with representatives from the Continuous Improvement Fund (CIF) to review the findings of the recent study conducted on the North East Watershed. During the meeting CIF staff indicated that potential funding assistance could be available to the City in furthering a Promotion and Education Campaign in 2015-16. The deadline for submissions however is May 8, 2015.

**Analysis**

In the event that the EOI is accepted and approved, the funding assistance to the City of Temiskaming Shores would assist in enhancing the Phase 2 Promotion and Education Campaign that is planned for 2015-16. Funding at a rate of approximately 48% would be anticipated.

**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 current approved budget for the Promotion and Education Campaign in 2015 is \$5,000; however, should CIF funding be obtained the Campaign could be expanded significantly.

Staffing implications related to this matter would include the preparation of the Expression of Interest and finalizing any future Agreements which would be considered as normal administrative functions and duties.

### **Alternatives**

No alternatives were considered.

### **Submission**

Prepared by:

Reviewed and approved by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

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Steve Burnett  
Technical & Environmental  
Compliance Coordinator

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G. Douglas Walsh, CET  
Director of Public Works

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Christopher W. Oslund  
City Manager

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**Subject:** Monument to salute Shannen's Dream

**Report No.:** RS-013-2015

**Agenda Date:** May 5th, 2015

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### **Attachments**

**Appendix 01:** Monument to Salute Shannen's Dream - Background

**Appendix 02:** Letter of request – Jules A. Koostachin

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-013-2015;
2. That Council endorses the provision of a site for the monument to salute Shannen Koostachin – “Shannen's Dream”; and
3. That Council directs staff to consult with Jules Koostachin for the selection of a preferred site and provide a recommendation for consideration at the May 19, 2015 Regular Council meeting.

### **Background**

Shannen Koostachin, a young Cree girl from Attawapiskat First Nation who was tragically killed in a car accident in May of 2010 created a wave of interest across Canada in her fight for better education. As a teenager Shannen took on the federal government in her mission for a new school for her Northern Ontario community of Attawapiskat and improved education for all First Nation children across Canada.

At age 14, the Nobel Laureates nominated Shannen for the International Children's Peace Prize for her advocacy and hard work. (Background information on the Monument to salute Shannen's Dream is attached as Appendix No. 01 of the report.)

Jules Koostachin, a relative of Shannen's has taken the lead in the creation of a monument to honor Shannen's Dream and to date has received an Ontario Art's Council grant for the creation of a short documentary filming the process of the creation of the monument. The monument is proposed to be approximately four feet tall with pedestal and solar lights. The preferred site for the monument is along the New Liskeard waterfront.

Attached as Appendix No. 02 to the report is the letter of request from Jules Koostachin requesting the City of Temiskaming Shores support in honouring the project by providing a site for the monument.

**Analysis**

Jules has requested a meeting with staff to visit potential sites to determine the most suitable location for the monument.

Staff is recommending that Council support the installation of the monument at a site on the New Liskeard waterfront to be determined and mutually agreed upon by the municipality and Jules Koostachin and direct staff to meet with Jules Koostachin to review potential sites and provide a recommendation for consideration by Council at the regular meeting of Council of May 19<sup>th</sup>, 2015.

**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 production, installation, and maintenance of the monument will be the responsibility of Jules Koostachin.

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

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
Tammie Caldwell  
Director of Recreation Services

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

## Monument to salute Shannen's Dream



Serena Koostachin, sister of Shannen – Photo by Jules Koostachin

***By Martha Troian***

She's been praised in the House of Commons and even immortalized as a comic book heroine. Now plans are underway for a monument to honour Shannen Koostachin, the young Cree girl from Attawapiskat First Nation.

Koostachin was just a teenager when she took on the federal government in her fight for a new school for her northern Ontario community and improved education for all First Nation children across Canada. She rose to prominence when she famously challenged then Indian Affairs Minister Chuck Strahl on the steps of Parliament in 2008.

After creating a wave of interest across Canada in her fight for better education, tragically Koostachin was killed in a car accident on May, 2010 on Highway 11 near Temagami. She was just 15 years old and attending high school off-reserve in New Liskeard, hundreds of kilometers south of her community.

Rosa Thornton, 56, of Haileybury was also killed. Two other passengers sustained non-life threatening injuries.

"There's no real monument for Shannen," says Jules Koostachin, a relative of Shannen's and a filmmaker who is part of a committee heading up the project to erect a memorial to the young girl near the scene of her fatal accident. "We want this to be about education for the kids and about access to education."

Shannen was one of six children of Andrew Koostachin and Jenny Nakogee. She was raised in Attawapiskat, an isolated First Nation community made up of 2,000 on-reserve members.

Her fight for improved schooling was born out of her own experience. Koostachin attended classes in makeshift portables near a site contaminated by a 50,000-litre diesel spill during the late 1970's.

Fed up with their school conditions, Koostachin and other children of Attawapiskat started their campaign for a new school using social media and a letter-writing blitz.

Koostachin said First Nations children living on reserve only wanted what any other kid in Canada had – a “safe and comfy” school.

Because of her advocacy and hard work, at age 14, the Nobel Laureates nominated Shannen for the International Children's Peace Prize.

After her death, a campaign called “Shannen's Dream” was created in her memory and as a reminder for better education for First Nation children.

It is now the goal of Jules Koostachin and the committee to create a national monument for Shannen. NDP MP Charlie Angus and Metis novelist Joseph Boyden will also be lending their support.

“Shannen loved butterflies, so we want a Cree style butterfly motif streetlight,” says Jules Koostachin. “We're hoping for a little rest area where people can pull off to pay their respect and have a plaque there that talks about education in Canada.”

Andrew Koostachin says he is overwhelmed with emotion and pride by the project.

“Having this monument at the site, I think it is a tremendous dedication. It is really touching to us.”

A long-standing advocate for the community of Attawapiskat and for Shannen's Dream, Charlie Angus says this monument will only bring more attention to this great young leader.

“She has helped fundamentally changed the discussion about First Nation education in this country,” says Angus. “The fight for education justice still has a long way to go but Shannen's story continues to put pressure on politicians to finally deliver on their obligations to First Nation youth.”

Although the federal government pushed to implement its own First Nations Control of First Nations Education Act – a billion-dollar education strategy — First Nation leaders across the country withheld their support. Instead leaders across the country pressured for a community-based education plan.

That's something Shannen Koostachin also wanted.

The committee will soon be launching an Indigogo campaign to raise approximately \$100K for the monument. Once the funds are raised, a selected artist will design the butterfly motif and streetlamp.

The committee will be asking youth in Attawapiskat to get involved in the process.

"It's a high honour and dedication in memory of my late daughter," says Andrew Koostachin. "I always watch videos of her and reflect on things that had happened and realize how much of an impact she had created and how much of an inspiration she is."

This past year, Abenaki filmmaker Alanis Obomsawin released her documentary about Attawapiskat's educational struggles in her film "Hi-Ho Mistahey!" The film also examined "Shannen's Dream".

DC Comics, one of the largest American comic companies will also soon be unveiling a Cree superhero inspired by Shannen.

## Jules A. Koostachin, MFA

152 Edmund Street, Sudbury, ON P3E 1L7 Tel: #705.690.1226 Email: j\_koostachin@hotmail.com

Tammy Caldwell  
Director of Leisure Services  
City of Temiskaming Shores  
325 Farr Drive  
P.O. Box 2050  
Haileybury, ON  
POJ 1K0

April 16, 2015

Re: Shannen Koostachin Monument

Dear Tammy Caldwell,

Whatchia, my name is Jules Koostachin and I'm Cree from Attawapiskat First Nation living in Sudbury with my family. A few years ago sitting at my office desk in Toronto, I had an idea about creating a monument for my late relation, education advocate Shannen Koostachin. That afternoon when I was blessed with a vision, I called Andrew Koostachin, Shannen's father and asked for his blessing to take the lead on a monument for Shannen. He agreed and ever since that day I have been actively working on this project voluntarily for the three years.

Furthermore, I have followed protocol in terms of blessing the site where Shannen passed on highway 11 with her sister Serena and father present last year, and I have also ensured we consulted her family in the design process. The lead designer is Kenneth Chakasim, my partner, an Attawapiskat band member with a background in architecture and engineering currently teaching in the School of Architecture at Laurentian University. I would also like to add that we thought it would be important to also acknowledge Rose who passed away in that fatal accident with adding one of her favourite quotes at the base of the monument. A discussion with Rose's partner has already occurred and will continue.

To date I received an Ontario Arts Council (OAC) grant where I have partially paid Tyler Fauvelle, sculptor and Kenneth Chakasim for the work they have done thus far. It is also important to note that in my proposal to OAC, I am to create a short documentary filming the process of the creation of this important monument. In terms of further funds, I am currently in conversation with Shannin Metatawabin with DeBeers in regards to coming on board to pay the remainder of the balance owing to the artists involved.

Our goal is to have the monument installed by October 2015, and with your support it would be an honour to have a site in New Liskeard along the waterfront, as this is a great location in Northern Ontario where Shannen went to school, and the perfect location for the community to gather to pay their respects to Shannen and to her work on equitable access to Canadian education. I am requesting

your support in honouring us with a site in New Liskeard, and to support us in ensuring we continue to follow protocol by having an Elder bless the monument site, if approved, along with a community celebration with Shannen's family involved.

If you have any questions, please feel free to contact me at #705.690.1226.

Chi Mee'kwetch

*Jules A. Koostachin*

Jules A. Koostachin



## The Corporation of the City of Temiskaming Shores

### By-law No. 2015-093

#### 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 and to repeal By-law No. 2005-066

**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** under Section 10.(2) 6 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws with respect to matters of health, safety and well-being of persons;

**And whereas** Section 7.(1) of *the Building Code Act, 1992, S.O. 1992, Chapter 23*, as amended provides that a *Council* may pass by-laws and make regulations, applicable to the matters for which and in the area in which the municipality has jurisdiction for the enforcement of this Act;

**And whereas** Section 7.(8.1) of *the Building Code Act, 1992, S.O. 1992, Chapter 23*, as amended provides that Section 398 of the Municipal Act, 2001, S.O. 2001, c. 25 applies, with necessary modifications, to fees established by a municipality under clause 7.(1)(c) of *the Building Code Act*;

**And whereas** Section 398.(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended provides that fees and charges imposed by a municipality on a person constitute a debt of the person to the municipality;

**And whereas** Section 398.(2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the treasurer of a municipality may add fees and charges imposed by the municipality to the tax roll;

**And whereas** Council adopted By-law No. 2013-052 being a by-law to regulate Construction, Demolition, Change of Use, Inspections, Permits and associated Fees (Building By-law) on May 21, 2013;

**And whereas** Council considered Administrative Report No. CGP-013-2015 at the April 7, 2015 Regular Council meeting and directed staff to prepare the

necessary by-law to amend By-law No. 2013-052 to modify and impose Building Permit Application fees;

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

1. That Council hereby amends Part 2 – Definitions of Schedule “A” to By-law No. 2013-052 by adding definition 2.1 and re-number the subsequent definitions:

**2.1 Accessibility Upgrade means renovations undertaken to make a single detached dwelling, duplex, semi-detached dwelling or townhouse with up to 2 dwelling units, accessible for persons living with disabilities.**

2. That Council hereby amends Part 8 – Permit, Inspection and Maintenance Fees of Schedule “A” to By-law No. 2013-052 by adding Article 8.3 Fees – Accessibility Upgrades and re-number the subsequent definitions:

**8.3 Fees – Accessibility Upgrades**

**The fees payable in respect of an application for a construction or demolition permit for an accessibility upgrade are based on a flat rate as set out in Appendix “1” Classes of Permits and Fees.**

3. That Council hereby amends Part 8 – Permit, Inspection and Maintenance Fees of Schedule “A” to By-law No. 2013-052 by adding the following to Article 8.5 Refunds:

**(b) in the case of an Accessibility Upgrade, the amount of the paid permit fee shall be refunded to the applicant following final inspection of the construction.**

4. That Council hereby amends Appendix “1” – Classes of Permits and Permit Fees of Schedule “A” to By-law No. 2013-052 by adding the following:

Row No.	Class of permit or fee	Fee Payable – 2013	Fee Payable – January 1 2014	Fee payable – January 1, 2015
12	A building permit for an Accessible Upgrade	Not applicable	Not applicable	\$50 per application (effective date: May 1, 2015)

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

**Read a first, second and third time and finally passed this 5<sup>th</sup> day of May, 2015.**

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Mayor – Carman Kidd

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Clerk – David B. Treen

## The Corporation of the City of Temiskaming Shores

### By-law No. 2015-094

#### 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 and to repeal By-law No. 2005-066

**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** under Section 10.(2) 6 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws with respect to matters of health, safety and well-being of persons;

**And whereas** Section 7.(1) of *the Building Code Act, 1992, S.O. 1992, Chapter 23*, as amended provides that a *Council* may pass by-laws and make regulations, applicable to the matters for which and in the area in which the municipality has jurisdiction for the enforcement of this Act;

**And whereas** Section 7.(8.1) of *the Building Code Act, 1992, S.O. 1992, Chapter 23*, as amended provides that Section 398 of the Municipal Act, 2001, S.O. 2001, c. 25 applies, with necessary modifications, to fees established by a municipality under clause 7.(1)(c) of *the Building Code Act*;

**And whereas** Section 398.(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended provides that fees and charges imposed by a municipality on a person constitute a debt of the person to the municipality;

**And whereas** Section 398.(2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the treasurer of a municipality may add fees and charges imposed by the municipality to the tax roll;

**And whereas** Council adopted By-law No. 2013-052 being a by-law to regulate Construction, Demolition, Change of Use, Inspections, Permits and associated Fees (Building By-law) on May 21, 2013;

**And whereas** Council considered Administrative Report No. CGP-018-2015 at the April 7, 2015 Regular Council meeting and directed staff to prepare the

necessary by-law to amend By-law No. 2013-052 to modify and impose Building Permit Application fees;

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

1. That Council hereby amends Part 2 – Definitions of Schedule “A” to By-law No. 2013-052 by adding definition 2.15 and re-number the subsequent definitions:

**2.15 Order** means an “Order to Comply”, “Order Not to Cover or Enclose”, “Stop Work Order”, “Order to Uncover” and “Order Requiring Test and Samples” as listed and described in Part 14 of this by-law.

2. That Council hereby amends Part 8 – Permit, Inspection and Maintenance Fees of Schedule “A” to By-law No. 2013-052 by adding the following to Article 8.6 Refunds:

(c) In the case of an *order* that has been issued no refunds shall be given. However the person aggrieved may appeal the decision of the *Chief Building Official* or an *Inspector* as allow in the *BCA*.

3. That Council hereby amends Part 8 – Permit, Inspection and Maintenance Fees of Schedule “A” to By-law No. 2013-052 by adding the following to Article

**8.9 Fees – Orders**

The fees payable in respect of an order that is issued to achieve compliance with the *BCA*, the *OBC* and the Building By-law is based on a flat rate as set out in Appendix “1” Classes of Permits and Permit Fees.

4. That Council hereby amends Appendix “1” –Classes of Permits and Permit Fees of Schedule “A” to By-law No. 2013-052 by adding the following:

Row No.	Class of permit or fee	Fee Payable – 2013	Fee Payable – January 1 2014	Fee payable – January 1, 2015
13	An order that has been issued	Not applicable	Not applicable	\$200.00 per order (effective date: June 3, 2015)
14	A building permit application for which construction has started	Not applicable	Not applicable	Applicable permit fee shall be doubled

5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical 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 and second time** this 5<sup>th</sup> day of May, 2015.

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

**Read a third time and finally passed** this \_\_\_\_\_ day of \_\_\_\_\_,  
2015.

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

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

**By-law No. 2015-095**

**Being a by-law to enter into an agreement with the Municipality of  
Charlton and Dack for the acceptance of recyclable materials at the  
Spoke Transfer Station on Barr Drive**

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

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

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

**And whereas** Council considered Administrative Report PW-053-2014 – "Spoke Transfer Station Agreement" at the December 16, 2014 regular meeting of Council and agreed to enter into agreements outside municipalities for the acceptance of recyclable material at the Spoke Transfer station;

**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 the **Municipality of Charlton and Dack** for the acceptance of recyclable materials at the Spoke Transfer Station, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of May, 2015.

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Mayor – Carman Kidd

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Clerk – David B. Treen



## **Appendix 01**

Agreement between

**The City of Temiskaming Shores**

and

**The Municipality of Charlton and Dack**

Barr Drive Spoke Transfer Station Agreement



This Agreement prepared in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**Between:**

**The Corporation of the City of Temiskaming Shores  
(Herein referred to as "The City")**

**And:**

**Municipality of Charlton and Dack  
(Herein referred to as "Municipality")**

**Witnesses that in consideration of the fees reserved and the covenants and provisos herein contained on the part of the City and the Municipality, the City hereby grants access to the Municipality those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parcel 24755 Section SST, Part South ½ Lot 7, Concession 1, Dymond Part 1 Plan 54R-4278, as registered in the Registry Office for the District of Timiskaming, with a municipal address of 547 Barr Drive, hereinafter referred to as the "Facility" for a term commencing on the 29<sup>th</sup> day of January, 2015 and ending on the 31<sup>st</sup> day of December, 2015.**

**Section One – Municipality's covenants:**

The Municipality covenants with the City as follows;

- (a) **Processing fees** – to pay the City \$250 per tonne plus H.S.T. for the processing of recyclable materials collected from the Municipality. Such fees to be paid within 30 days of receipt of the invoice from the City.
- (b) **Renewal** – to notify the City of its intention to renew this agreement by November 30<sup>th</sup> of each year, as outlined in Section Three (c) of this agreement. The City reserves the right to review and amend the processing fee on an annual basis.
- (c) **Indemnities** – to indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of:
  - (i) a breach, violation or non-performance of a covenant or condition in this agreement on the part of the Municipality to be observed or performed;
  - (ii) damage to the property by the Municipality, and persons claiming through the Municipality, or damage to other property except where the damage has been caused by the negligence of the City; and
  - (iii) injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the City.

- (d) **Compliance** – to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time-to-time in force during the term of this agreement, and any extension thereof.
- (e) **Accepted Materials** – to deposit recyclable materials accepted by the City only. The City reserves the right to refuse any material not outlined in Appendix A, attached hereto. Whether unloaded or not, refused material shall be removed by or at the expense of the Municipality or the person seeking to dispose of it.
- (f) **Use of Facility** – not to use the facility for any purpose other than to carry on the agreed upon recycling activities.

## **Section Two – City’s Covenants:**

The City covenants with the Municipality as follows:

- **Access for Processing** – to provide access to the Municipality to the Spoke Transfer Station at 547 Barr Drive for the deposit of recyclable materials collected from the Municipality in designated locations, during normal hours of operation, as determined by the City. The City will charge and collect a fee of \$250 per tonne plus H.S.T. for all material deposited commencing on the 29th day of January, 2015

## **Section Three - Provisos**

- (a) **Non-waiver** – Any condoning, excusing or overlooking by the City of any default, breach or non-observance by the Municipality of any covenant, proviso or condition herein contained does not constitute a waiver of the City’s rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights and remedies herein contained on the part of the City are deemed to be cumulative and not alternative.
- (b) **Default provisions** – Whenever;
  - (i) The Municipality defaults in the payment of any installment of fees, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
  - (ii) The Municipality fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement on the part of the Municipality.
- (c) **Notices** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

**City of Temiskaming Shores**  
P.O. Box 2050  
Haileybury, Ontario P0J 1K0

and in the case of the Municipality addressed to the Municipality at:

**Municipality of Charlton and Dack**  
287237 Sprucegrove Road  
Englehart, Ontario P0J 1H0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

- (d) **Amendment** – This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
- (e) **Binding Effect** – The terms and provisions of this agreement extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
- (f) **Captions** – The captions appearing at the headings of the paragraphs in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this agreement or any of its provisions.

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

Signed and Sealed in )  
the presence of )

**Municipality of Charlton and Dack**

Municipal Seal )

  
\_\_\_\_\_

Merrill Bond, Reeve

  
\_\_\_\_\_

Dan Thibeault, Clerk/ Treasurer CAO

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

# Appendix A

## Acceptable Recyclable Materials

Recyclable containers includes the following forms of containers:

- a) food and beverage glass bottles and jars, including metal lids;
- b) metal food and beverage cans;
- c) cardboard cans such as from frozen juice, refrigerated dough, chips, and nuts;
- d) aluminum cans, foil, foil plates and foil trays;
- e) empty plastic containers (1 through 7);
- f) aseptic packaging, such as drink boxes;
- g) empty aerosol containers
- h) foam polystyrene (Styrofoam) such as from takeout, egg cartons, drinking cups and meat trays;
- i) polycoat containers such as milk and juice cartons; and
- j) any other container designated by the Director of Public Works to be a recyclable container.

Recyclable papers includes the following:

- a) household paper, including junk mail, writing paper, computer paper, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) paper egg cartons;
- c) paper rolls;
- d) paper bags, other than treated bags, such as flour, sugar, potato and pet food bags;
- e) newspapers and inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books (hardcover removed and recycled separately); and
- i) any other paper or paper products designated by the Director of Public Works to be recyclable papers.

Recyclable cardboard includes clean, unwaxed corrugated cardboard and box board.

Recyclable plastic film includes grocery, shopping, dry cleaning, bread bags, vegetable/fruit bags, milk bags (outer and rinsed inner bag), outer wrap from packaging and bubbled plastic packaging.

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

**By-law No. 2015-096**

**Being a by-law to enter into an Agreement with Product Care Association and the City of Temiskaming Shores for Phase 1 materials (paints and coatings) collected as part of the Municipal Hazardous or Special Waste – Orange Drop Collection Event**

**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** on December 10, 2014 Waste Diversion Ontario approved Product Care Association's (PCA) Industry Stewardship Plan for Paints and Coatings pursuant to the provisions of s. 34 of the *Waste Diversion Act, 2002*;

**And whereas** PCA and the City of Temiskaming Shores wish to enter into an agreement concerning the provision of certain services by the City to PCA concerning Phase 1 materials, paints and coatings;

**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 Product Care Association for Phase 1 materials, paints and coatings as part of the Municipal Hazardous or Special Waste collection program, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor changes or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law

**Read a first, second and third time and finally passed this 5<sup>th</sup> day of May, 2015.**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Schedule "A" to

## **By-law No. 2015-096**

Agreement between

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

and

**Product Care Association**

for Phase 1 materials, paints and coatings as part of the Municipal  
Hazardous or Special Waste collection program

**Product Care-Municipal ISP Materials Services Agreement**

**THIS AGREEMENT** is made as of the 30<sup>th</sup> day of June, 2015.

BETWEEN:

**PRODUCT CARE ASSOCIATION  
("PCA")**

- and -

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

**collectively, the "Parties"**

**WHEREAS:**

- A. By letter received by Waste Diversion Ontario December 12, 2006, the Minister of the Environment for the Province of Ontario required Waste Diversion Ontario ("WDO") to develop a waste diversion program for municipal hazardous or special waste ("MHSW") and that Stewardship Ontario ("SO") act as the Industry Funding Organization ("IFO") for the program;
- B. SO, at the direction of and in cooperation with WDO, developed a municipal hazardous or special waste program plan for 9 materials (the Phase 1 materials), which was approved for implementation by the Minister of the Environment by letter dated February 19, 2008;
- C. SO and the Municipality are parties to an agreement as amended (the "SO Phase 1 Agreement") concerning the provision of certain services by the Municipality to SO concerning the Phase 1 materials.
- D. On December 10, 2014 WDO approved PCA's Industry Stewardship Plan for Paints and Coatings pursuant to the provisions of s. 34 of the *Waste Diversion Act, 2002*.
- E. On March 25, 2015, WDO designated June 30, 2015 as the effective date of the ISP. .
- F. PCA and the Municipality wish to enter into an agreement concerning the provision of certain services by the Municipality to PCA concerning the Phase 1 material which is paints and coatings, and the containers in which they are contained as defined by the ISP.

**NOW THEREFORE** in consideration of the premises, the parties hereto agree as follows:

**1.0 Definitions and Interpretation**

1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in either the *Waste Diversion Act, 2002* (Ontario) or the *Municipal Act, 2001* (Ontario), as the case may be unless otherwise specified.

1.2. In this Agreement:

- (a) **“Agreement”** means this Agreement and includes all schedules and amendments thereto;
- (b) **“Business Day”** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario has elected to be closed for business;
- (c) **“Claims Submission”** means submission to PCA of data required to validate claim for payment;
- (d) **“Collection Services”** means all the activities, including those conducted at Events and Depots operated by or on behalf of the Municipality, for the purpose of receiving, classifying, packing, storing and transferring ISP Materials onto transportation vehicles, including the manifesting of the MHSW prior to transportation away from the Event or Depot;
- (e) **“Commingled Materials”** means the ISP Materials listed in Schedule E that can be safely packed together for transportation as per the Packing Standards;
- (f) **“Current Price”** means the price for Post Collection Services for Commingled Materials in effect as of April 1, 2015 or subsequently approved by PCA;
- (g) **“Depot”** means a collection and transfer facility/location operated by or on behalf of the Municipality for receiving MHSW from the public and/or Exempt Small Quantity IC&I Generators and transferring same to transporters for processing or recycling;
- (h) **“Diversion Report”** means invoices, MHSW material tonnage reports, or other such documents as may reasonably be required by PCA from time to time for the validation of Claims Submissions;
- (i) **“End Processor”** means a Service Provider that processes collected ISP Materials;
- (j) **“Event”** means a one-day or other collection event, operated by or on behalf of the Municipality to collect, pack, transport, weigh, and process ISP Materials from the public and/or Exempt Small Quantity IC&I Generators;
- (k) **“Exempt Small Quantity IC&I Generator” or “Exempt SQG”** means a business that is not required to submit a Generator Registration Report with respect to MHSW under subsection 18 (1) of Regulation 347, made under the *Environmental*



*Protection Act (Ontario), as amended from time to time;*

- (l) **“FOB”** means free on board;
- (m) **“Generator”** means the final user who generates waste which will be reused, recycled or disposed;
- (n) **“Industry Stewardship Plan” or “ISP”** means the PCA Paints and Coatings waste diversion program dated May 23, 2014 as it applies to Phase 1 materials approved by Waste Diversion Ontario on December 10, 2014 to commence on the ISP Effective Date, pursuant to section 34 of the *Waste Diversion Act, 2002* (Ontario), and any amendments thereto and replacements thereof;
- (o) **“ISP Materials”** means paints and coatings, and the containers in which they are contained as defined in the ISP;
- (p) **“ISP Services”** means the Collection Services and/or Post-Collection Services provided by the Service Provider for the ISP Materials;
- (q) **“ISP Effective Date”** means June 30, 2015.
- (r) **“Lab Pack Audit”** means a lab pack study conducted by a third party, with optional observation by no more than two representatives of the Member Associations at their discretion, that follows a methodology designed by SO with input from Member Associations to achieve a high level of statistical confidence, the results of which, after providing an opportunity for representatives of the Member Associations to review them in confidence, are used to determine the proportionate share of each Commingled Material to be paid by PCA as set out in this Agreement;
- (s) **“Manifesting”** means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the *Environmental Protection Act (Ontario)*;
- (t) **“Member Associations”** has the meaning set out in Section 4.3;
- (u) **“Minister”** means the Minister of the Environment and Climate Change for the Province of Ontario;
- (v) **“Non-Commingled Materials”** means the materials listed in Schedule E that must be packed separately for transportation as per the Packing Standards;
- (w) **“Obligated MHSW”** means MHSW designated as Phase 1 in the Minister’s program request letter to Waste Diversion Ontario received on October 25, 2010 requesting a revised waste diversion program for Phase 1 MHSW and as may be further defined by the Minister from time to time;
- (x) **“Packing Standards”** means the Waste Packing Protocols listed in Schedule “E” as amended by PCA from time to time;
- (y) **“PCA Portal”** means PCA’s online system for uploading Claims Submissions.

- (z) **“Post-Collection Services”** means the management of ISP Materials after delivery of such ISP Materials to a transportation Service Provider FOB the Event or Depot location, including but not limited to transportation of ISP Materials from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities;
- (aa) **“Service Provider”** means the Municipality and/or a commercial party that provides ISP Services to PCA or the Municipality as the case may be; and

**2.0 ISP Services**

2.1. Schedule “A” to this Agreement sets out schematically three different service location types for the provision of MHSW Services by the Municipality to PCA. These are as follows:

- (a) Depot
- (b) Event
- (c) Event (and transportation to Depot).

For the purpose of this Agreement, PCA and the Municipality have agreed that the service location types marked with an “X” below will be the ones under which the Municipality will provide ISP Services to PCA.

- Depot
- Event
- Event (and transportation to Depot)

2.2. PCA and Municipality may agree in writing at any time to change the service location type under which Municipality is providing ISP Services to PCA herein to the other service location type listed above and described in Schedule “A” hereto or to add another service location type, and this Agreement shall be deemed to have been amended accordingly.

2.3. The Parties recognize that there may be changes, including addition or removal of some materials, to the ISP. In the event of such changes, either Party may request appropriate amendments to this Agreement to reflect those changes, and the Parties will negotiate same in good faith, failing which the matter will be resolved by arbitration in accordance with the provisions hereof.

2.4. In the event that PCA submits to WDO a new Industry Stewardship Plan for other Obligated MHSW, then PCA shall provide to the Municipality at least 90 days before the effective date of the new Industry Stewardship Plan, a proposal for an amendment to this Agreement.

### **3.0 Price and Payment**

#### **3.1. Price**

- (a) ISP Materials Services – Depot. As described in Schedule “A” hereto, PCA will pay for MHSW Services provided by the Municipality as follows:
- (i) PCA will pay the Municipality the hourly rate as set out in Schedule “C” for the Total Reimbursable Hours of Operation as specified in Schedule “B” for the Collection Services.
  - (ii) PCA will pay the Municipality PCA’s proportionate share (weight of ISP Materials as a proportion of total weight of transported MHSW) of the Post- Collection Services transportation costs for the Commingled Materials to a maximum of the Current Price as defined in Section 3.6 of this Agreement. The proportionate share will be based on the most recent Lab Pack Audit conducted by or on behalf of by an authorized representative of PCA.
  - (iii) Post-Collection Services for Non-Commingled ISP Materials collected at Depots will be paid directly to Service Providers by PCA as part of the PCA Municipal Depot Transportation and Processing Incentive Program (“MDTPIP”)
- (b) ISP Materials Services - Event. As described in Schedule “A” hereto, PCA will pay for MHSW Services provided by the Municipality as follows:
- (i) PCA will pay the Municipality an amount per tonne as set out in Schedule “C” for the Collection Services and Post-Collection Services for Events approved by PCA in accordance with Schedule “B”. The actual weight of the ISP Materials as determined by the Service Provider providing the Post-Collection Services will be used. PCA will pay the Municipality PCA’s proportionate share (weight of ISP Materials as a proportion of total weight of transported MHSW) for the Commingled Materials. The proportionate share will be based on the most recent Lab Pack Audit conducted by or on behalf of by an authorized representative of PCA.
- (c) ISP Materials Services – Event (and transportation to Depot). As described in Schedule “A” hereto, PCA will pay for MHSW Services provided by the Municipality as follows:
- (i) PCA will pay the Municipality an amount per tonne as set out in Schedule “C” for the Collection Services and transportation of ISP Materials to a Depot for Events approved by PCA in accordance with Schedule “B”. The actual weight of the ISP Materials as determined by the Service Provider providing the Post-Collection Services will be used. PCA will pay the Municipality PCA’s proportionate share (weight of ISP Materials as a proportion of total weight of transported MHSW) for the Commingled Materials. The proportionate share will be based on the most recent Lab Pack Audit conducted by or on behalf of by an authorized representative of PCA.

- (ii) PCA will pay the Municipality for Post-Collection Services (transportation from Depot and end processing) as set out in Section 3.1(a)

### 3.2. Payment

#### (a) ISP Materials Services – Depot.

- (i) For Depot Collection Services payable pursuant to Section 3.1(a)(i), PCA will pay the Municipality pursuant to this Agreement within thirty (30) days of the end of each calendar month.
- (ii) To receive payment for Depot Post-Collection Services for the Commingled Materials, the Municipality must upload a Claims Submission via the PCA Portal and send PCA a copy of the shipping manifest(s) and Diversion Report(s) from the End Processor with respect to the Commingled Materials. The Claims Submission is to be submitted by Municipality to PCA within thirty (30) days of Municipality receiving the related Diversion Report(s) but no later than the end of the following calendar quarter. PCA will validate the Claims Submission with the manifest(s) and Diversion Report(s) received from Municipality within thirty (30) days of receipt and PCA will pay the Municipality pursuant to this Agreement within thirty (30) days of the date on which PCA determines the claim to be correct and accurate. If any errors or omissions are found, PCA will issue a payment adjustment and PCA may require a corrected Claims Submission from the Municipality.

#### (b) ISP Materials Services - Event.

- (i) To receive payment for Event Collection Services and Post-Collection Services, the Municipality must upload a Claims Submission via the PCA Portal and send PCA a copy of the shipping manifest(s) and Diversion Report(s) from the End Processor with respect to the ISP Materials. The Claims Submission is to be submitted by Municipality to PCA within thirty (30) days of Municipality receiving the related Diversion Report(s) but no later than the end of the following calendar quarter. PCA will validate the Claims Submission with the Diversion Report(s) received from Municipality within thirty (30) days of receipt and PCA will pay the Municipality pursuant to this Agreement within thirty (30) days of the date on which PCA determines the claim to be correct and accurate. If any errors or omissions are found, PCA will issue a payment adjustment and PCA may require a corrected Claims Submission from the Municipality.

#### (c) ISP Materials Services – Event (and transportation to Depot).

- (i) To receive payment for Event Collection Services and transportation of ISP Materials to a Depot, the Municipality must upload a Claims Submission via the PCA Portal and send PCA a copy of the shipping manifest(s) with respect to the ISP Materials. The Claims Submission is to be submitted by Municipality to PCA within thirty (30) days of Municipality receiving the related manifest(s) but no later than the end of the following calendar quarter.

PCA will validate the Claims Submission with the manifest(s) received from Municipality within thirty (30) days of receipt and PCA will pay the Municipality pursuant to this Agreement within thirty (30) days of the date on which PCA determines the claim to be correct and accurate. If any errors or omissions are found, PCA will issue a payment adjustment and PCA may require a corrected Claims Submission from the Municipality.

- 3.3. Municipality will provide any additional back-up/supporting information reasonably requested by PCA to verify the accuracy of the Claims Submissions from time to time.
- 3.4. The Municipality will not charge residential Generators of ISP Materials for collection of ISP Materials at its Depots or Events.
- 3.5. Late Submission Penalties
  - (a) PCA may reduce amounts payable under Claims Submissions which are not submitted to PCA within the time periods set out in section 3.2(a)(ii), (b) and (c) by five (5%) per cent per month. PCA will have no responsibility to pay and Municipality will forfeit the right to claim for, any Claim Submission in respect of a calendar year which is not received by PCA within three (3) months of the end of that calendar year.
- 3.6. Within seven days of execution of this Agreement, and if the Municipality is providing Depot Collection Services, the Municipality shall provide to PCA a schedule of Current Prices. The Municipality shall not submit a Claim Submission to PCA for Post-Collection Services, and PCA shall not pay for Post-Collection Services, at a price higher than the Current Price without the Municipality first obtaining prior written approval from PCA. The Municipality shall request in writing to PCA approval for a price change, providing the number of bids, the accepted bid prices, the lowest bid prices (keeping the name of the bidder confidential if required), and any changes to the Current Price.

For greater certainty, payments made subject to section 3.2(a)(ii) shall not exceed the Current Price.

#### **4.0 Term**

- 4.1. The initial term of this Agreement will be for a period commencing on ISP Effective Date and unless otherwise extended or terminated earlier in accordance with the provisions of this Agreement shall continue for eighteen (18) months ending on December 31, 2016.
- 4.2. At the expiry of the Initial Term this Agreement will automatically renew for successive renewal terms (each a "Renewal Term") of twelve (12) months each unless written notice of termination is provided by either party to the other party at least ninety (90) days prior to the expiry of the Initial Term or the then current Renewal Term, as applicable. The Initial Term and if applicable, any Renewal Terms, are referred to as the "Term" of this Agreement.
- 4.3. At least one hundred and fifty (150) days prior to the expiration of the Initial Term or the

then current Renewal Term (as applicable) PCA will invite representatives from the Regional Public Works Commissioners of Ontario, the Association of Municipalities of Ontario, and the Municipal Waste Association (the "Member Associations") to meeting(s) hosted by PCA with the purpose of sharing any changes to the Lab Pack Audit methodology and results, and to discuss possible changes to the Collection Accessibility Schedules and Payment for Collection Services as set out in Schedule "B" and Schedule "C" respectively. PCA's position on changes to Schedule "B" and Schedule "C" following the foregoing meeting(s) will be communicated to the Municipality within one hundred and twenty (120) days of the expiration of the Initial Term or the then current Renewal Term (as applicable).

## **5.0 Title and Compliance with Laws**

- 5.1. Title to all ISP Materials collected by Municipality at Events and Depots will belong to PCA from the time of collection, and whether the ISP Materials is transported to the End Processor by the Municipality's Service Providers or PCA's Service Providers. Any contract entered into between Municipality and an End Processor for ISP Materials must provide that title transfers to the End Processor in accordance with the Processor Standards in Schedule "E", as amended from time to time. Notwithstanding the foregoing, if the Municipality operates a reuse program for any ISP Materials, title to the ISP Materials being reused shall transfer to municipality one (1) second prior to being given to the person or entity requesting it for reuse purposes.
- 5.2. In performing the MHSW Services hereunder, Municipality represents and warrants that it will at all times, and will require its service providers to, have all Certificates of Approval/Environmental Compliance Approval and any other approvals required and that it will otherwise comply at all times and require its service providers to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment and Climate Change and the Ontario Ministry of Labour.

## **6.0 PCA Policies, Standards and Guidelines**

- 6.1. PCA may develop or propose amendments, from time to time, to policies, standards and guidelines relative to the provision of ISP Services. PCA will endeavour to provide the Member Associations sufficient time to comment on the proposed amendments for the purposes of reaching consensus in support of implementing the proposed amendments, and for clarifying potential impacts to the Municipality.
- 6.2. The PCA ISP Collection Site Standards in effect at the time of entering into this Agreement are included in Schedule "E".
- 6.3. Municipality will use best efforts to comply with and will require that any of its contractors supplying ISP Services use best efforts to comply with, the provisions of all such policies, standards and guidelines as they pertain to the provision of the ISP Services. PCA will communicate any new or amended such policies, standards and guidelines to Municipality via the email in section 10 and will post copies of such new or amended policies, standards and guidelines on PCA's website as they are developed.
- 6.4. Municipality may provide written notice within thirty (30) days of receiving such

communication that it does not wish to comply with a new or amended policy, standard or guideline, and in the event that the Municipality provides such written notice either Party may exercise the termination provisions of 19.4(b).

## **7.0 Promotion and Education**

- 7.1. Proper education and promotion of the ISP is essential to its success. Municipality will work cooperatively with PCA in undertaking such promotion and education activities with respect to the ISP and collection of the ISP Materials as set out in Schedule "D" and as may otherwise be reasonably requested by PCA from time to time.

## **8.0 Indemnity and Insurance**

- 8.1. Each party (the "Indemnifying Party") hereby indemnifies and saves harmless the other party (the "Indemnified Party") on its behalf and as trustee for, its respective council members, directors, officers, contractors, employees and agent, from and against any and all manner of actions or causes of actions, damages (but not including consequential damages), costs, loss or expenses of whatever kind (including related legal fees on a full indemnity basis) which the Indemnified Party, its council members, directors, officers, contractors, employees and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any breach of this Agreement by the other party or any wilful misconduct or negligence of the Indemnifying Party or any person for whom the Indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement.
- 8.2. The Municipality will, during the term of the Agreement, self-insure, maintain at its expense and/or require any Service Provider to maintain at either the Municipality's or Service Provider's expense Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence. For clarity, only the Municipality can self-insure.
- 8.3. The Comprehensive General Liability policy of insurance referred to in this section will include PCA as an additional insured.
- 8.4. Unless the Municipality wholly self-insures, the Municipality will deliver a copy of Certificate(s) of Insurance maintained by the Municipality or a Service Provider pursuant to this Agreement, upon the effective date of this Agreement, and annually upon renewal of the Municipality or Service Provider's insurance, naming PCA as an additional insured with the following language:

"Product Care Association and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insureds for Comprehensive General Liability. Such coverage is primary and non-contributing."

If the Municipality wholly self-insures, the Municipality will deliver a letter stating such self-insurance to PCA upon the effective date of this Agreement, and annually upon each automatic renewal of this Agreement.

- 8.5. The Certificate(s) of Insurance, referred to in subsection 8.4, must also provide that PCA will be provided with thirty (30) days advance written notice of cancellation, termination, non-renewal or material change.

## **9.0 Assignment**

- 9.1. The Municipality may not subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of PCA.
- 9.2. Notwithstanding subsection 9.1, the Municipality may assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of, but with written notice to, PCA:
- (a) from a Lower-tier Municipality to an Upper-tier Municipality or vice versa;
  - (b) to a municipal service board pursuant to sections 194 to 202 of the Municipal Act, 2001, as amended; or
  - (c) to a municipal business corporation pursuant to section 203 of the Municipal Act, 2001, as amended

## **10.0 Notices**

Any notice, request, demand or other instrument or communication herein provide, permitted or required to be given by either PCA or the Municipality will be in writing and sufficiently given if delivered personally, by facsimile transmission or other electronic means of written communication tested prior to transmission to the extent such testing is available (unless otherwise expressly provided herein) or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to PCA will be delivered to:

President  
Product Care Association  
105 West 3rd Avenue  
Vancouver BC V5Y1E6  
Facsimile: 604-592-2982  
Email: [contact@productcare.org](mailto:contact@productcare.org)

Notices to The Municipality will be delivered to:

Director of Public Works  
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES  
325 Farr Drive  
Haileybury, ON  
P0J 1K0  
Fax: (705) 672-2911  
Email: [dwalsh@temiskamingshores.ca](mailto:dwalsh@temiskamingshores.ca)



Any such notice if delivered personally, by facsimile transmission or by other electronic means will be conclusively deemed to have been given on the day of personal delivery, or facsimile transmission or electronic communication (and if after 5 p.m. E.T. the next following Business Day), or if mailed as aforesaid, will be conclusively deemed to have been received on the fifth (5<sup>th</sup>) business day following the day on which such notice is mailed as aforesaid (except during a postal strike in which case such notice shall be delivered via courier). Either party may, at any time, give written notice to the other of any change of address (postal and/or email) of the party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge to the contrary) be deemed to be the address of such party for the giving of notices thereafter.

**11.0 No Partnership or Joint Venture**

11.1. This Agreement does not create and will not in any circumstances create or be deemed to create a partnership or joint venture between the parties. For all purposes Municipality will be an independent contractor.

**12.0 Severability**

12.1. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. To the extent that any such provision is found to be invalid, illegal or unenforceable, the parties hereto will act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

**13.0 Amendment and Waivers**

13.1. No amendment or waiver of any provision of this Agreement will be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement will constitute a waiver of any other provision, and no waiver will constitute a continuing waiver unless otherwise provided.

**14.0 Further Acts**

14.1. Each party will execute all such documents and do all such other acts and things as may be necessary or desirable from time to time in order effectively to carry out the provisions of this Agreement and will not to take any action, or omit to take any action, that would constitute a breach of this Agreement.

**15.0 No Third Party Beneficiaries**

15.1. No person or entity which is not a party hereto will have any rights or obligations pursuant to this Agreement or be permitted to place any reliance on anything in this

Agreement or on the continuation of this Agreement.

#### **16.0 Counterparts and Facsimile**

- 16.1. This Agreement may be executed in counterparts, and may be transmitted by facsimile or secure electronic document (PDF) each of which will constitute an original and all of which taken together will constitute one and the same instrument.

#### **17.0 Force Majeure**

- 17.1. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of Acts of God, riots, insurrection, war or other reasons of a like nature not the fault of such party (an "Event of Force Majeure"), then the performance of such act will be excused for the period of the delay and the period for performance of any such act will be extended for a period equivalent to the period of such delay. The party whose performance of this Agreement is or may reasonably be expected to be affected by an Event of Force Majeure will promptly notify the other party of the existence of such circumstances and will use its best efforts to resume and complete performance. Whenever a party is reasonably certain that such an Event of Force Majeure is likely to occur, it will notify and consult with the other party as soon as practicable. All time periods for the performance of obligations hereunder will be extended by a period corresponding to the time period of any delay caused by the occurrence of an Event of Force Majeure.

#### **18.0 Dispute Resolution**

- 18.1. All disputes arising out of or in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, that cannot be resolved within thirty (30) days by a senior representative of each party, will upon written notice by any party to the others be arbitrated and finally resolved by one (1) arbitrator qualified by education, experience or training to render a decision upon the issues in dispute and who has not previously been employed by any party or any of their affiliates, and does not have a direct or indirect interest in any party or the subject matter of the arbitration. Such arbitrator will either be mutually agreed upon by the parties within thirty (30) days after written notice from any party requesting arbitration or, failing agreement, Waste Diversion Ontario may appoint the arbitrator on behalf of the Parties after receiving written submissions from both.

#### **19.0 Termination**

- 19.1. If, in the reasonable opinion of either party, there has been a breach of this Agreement by the other party (the "defaulting party"), the Municipality or PCA (the "party giving notice") may give the defaulting party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated. In the event that the remedy of such breach reasonably requires more than sixty (60) days, the defaulting party will so advise the party giving notice forthwith and provide a revised timetable for remedying the breach. The party giving notice will notify the defaulting party in writing as to whether the revised time line is acceptable and, if it is, the revised

time line to remedy such breach will apply.

- 19.2. On the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters and payment obligations arising prior to the date of termination.
- 19.3. Either Party may terminate this Agreement for any reason whatsoever save and except for matters arising from sections 19.1 & 19.4, without cause, cost or penalty, save and except for matters arising prior to termination, upon providing the other Party with ninety (90) days prior written notice of its intention to terminate this Agreement.
- 19.4. Either Party may terminate this agreement immediately upon written notice to the other Party, except as expressly stated, if:
  - (a) Either Party assigns or subcontracts any of its rights or obligations under this Agreement or any part thereof except as expressly provided for herein; or
  - (b) the Municipality provides written notice that it will not comply with any new or amended policies, standards and guidelines developed by PCA as per section 6.4; or
  - (c) the Municipality fails to keep the terms of this Agreement confidential as per section 26.1, in such instances only PCA may terminate this agreement; or
  - (d) a receiver or trustee is appointed for any part of the assets of PCA.

#### **20.0 Survival**

- 20.1. Articles 8, 19.2 and 26 of this Agreement will survive termination or expiry and continue in full force and effect.

#### **21.0 Additional Conditions**

- 21.1. The parties shall execute such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

#### **22.0 Entire Agreement**

- 22.1. This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and supersedes and replaces all previous agreements, whether oral or written, concerning the same or similar subject matter.

#### **23.0 Headings for Convenience Only**

- 23.1. The division of this Agreement into articles and sections is for convenience of reference only and will not affect the interpretation or construction of this Agreement.

#### **24.0 Governing Law**

24.1. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

#### **25.0 Legislation References**

25.1. Any reference in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

#### **26.0 Confidentiality**

26.1. Subject to any legal requirements, including those included in the *Municipal Act, 2001* and the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), Municipality will at all times treat Schedule "C" and the financial terms contained therein as private and confidential information. Notwithstanding the foregoing, Municipality may provide Schedule "C" and the financial terms contained therein to the Member Associations solely for the purpose of discussion with PCA as set out in section 4.3 of this Agreement.

To the extent permitted under MFIPPA, Municipality will inform PCA of any request made of Municipality under MFIPPA for any records related to this Agreement that may reveal a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by PCA to Municipality so that PCA will have an opportunity to make representations to Municipality with respect to the proposed disclosure.

#### **27.0 Rights and Remedies**

27.1. The rights, remedies and privileges in this Agreement given to the Parties:

- (a) are cumulative and any one or more may be exercised;
- (b) are without prejudice to and are in addition to and apply notwithstanding any other provisions in this Agreement; and
- (c) are not dependent or conditional upon, or in any way lessened, restricted or affected by any other provisions of this Agreement.

**28.0 Schedules**

28.1. Schedules "A" through "E" are attached hereto and incorporated in and form part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set out above.

**PRODUCT CARE ASSOCIATION**

by: \_\_\_\_\_

Mark Kurschner, President

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

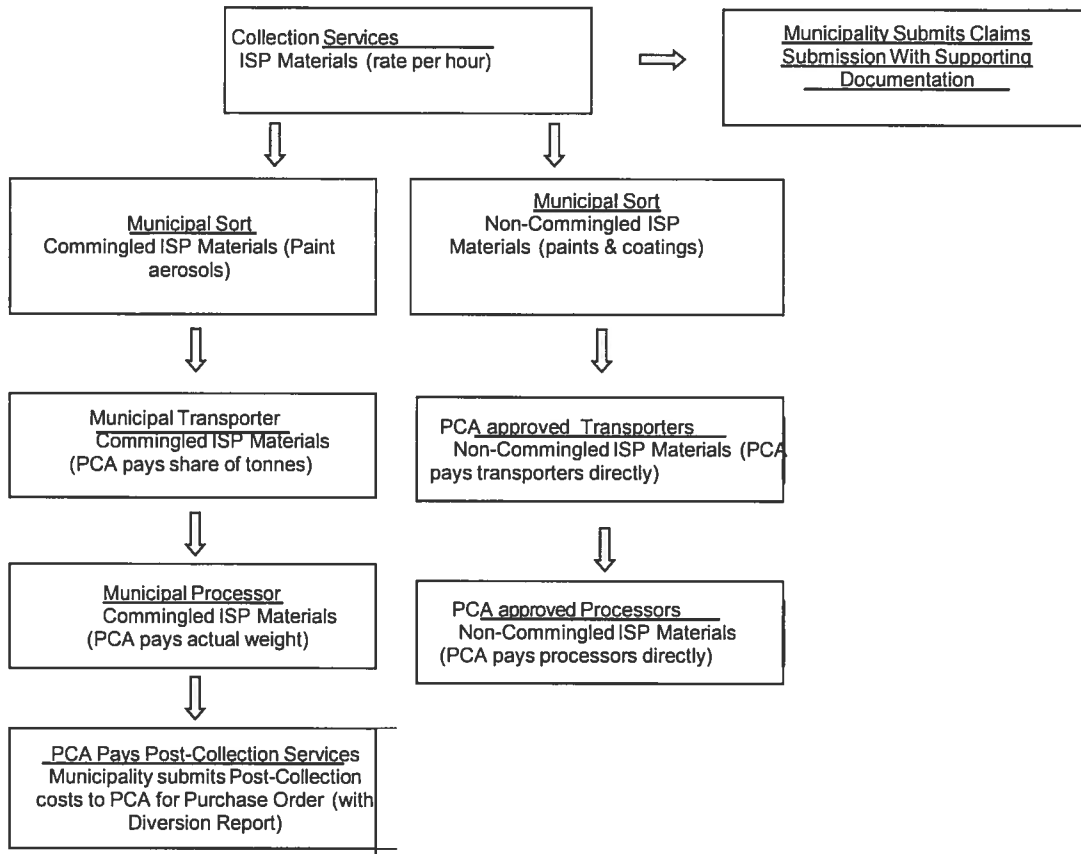
by: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE "A" – ISP SERVICES**

**DEPOT**

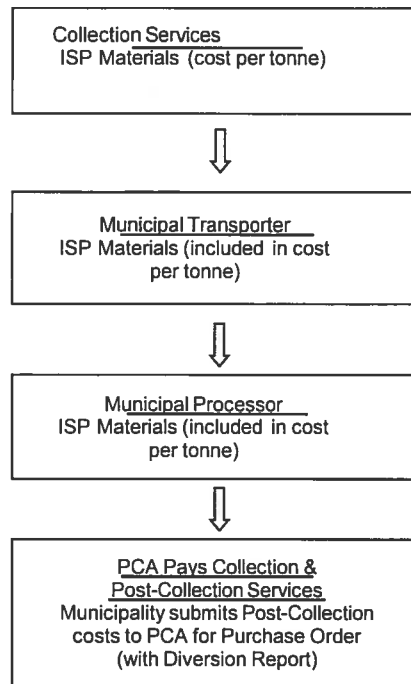


The Municipality or the Municipality's Service Provider provides Depot Collection Services for ISP Materials. PCA pays the Municipality an hourly rate for the Collection Services.

Commingled ISP Materials may be packed in transportation containers with other non-Phase 1 ISP Materials at municipal Depots as per Packing Standards. For Commingled ISP Materials, the Municipality is to contract for transportation and processing of such Commingled ISP Materials and PCA will pay its proportionate share of the transportation (by weight as determined by Lab Pack Audit) and processing (by actual weight) costs for the ISP Materials.

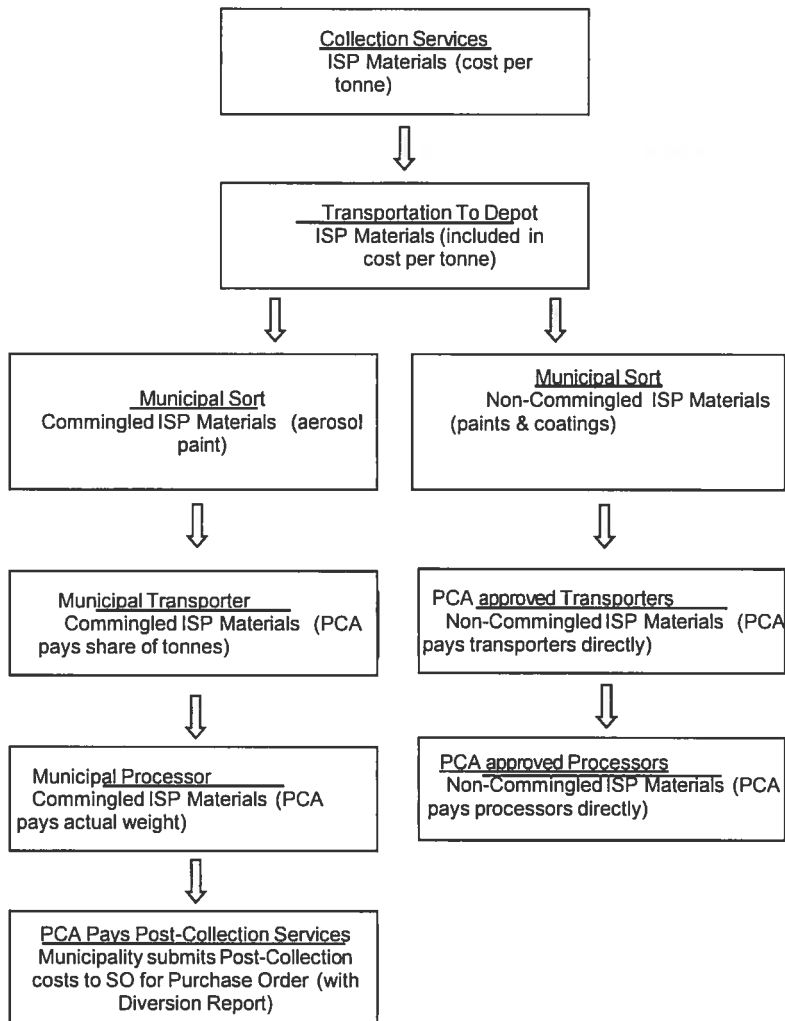
Non-Commingled ISP Materials are to be separately sorted by material as per Packing Standards by the Municipality at its Depots and made ready for pick-up by approved PCA transporters.

## EVENT



The Municipality or the Municipality's Service Provider provides Event Collection Services for ISP Materials. The Municipality may combine Events with other activities, including collection of other Phase 1 and non-Phase 1 MHSW. PCA pays the Municipality a cost per tonne of ISP Materials as per Schedule "C" for the Collection and Post-Collection Services.

## EVENT (and transportation to Depot)



The Municipality or the Municipality's Service Provider provides Event Collection Services for ISP Materials and transports the collected ISP Materials to a Depot. PCA pays the Municipality a cost per tonne.

Commingled ISP Materials may be commingled with other Phase 1 or non-Phase 1 MHSW materials at municipal Depots as per Packing Standards. For Commingled MHSW, the Municipality is to contract for transportation and processing of such Commingled MHSW and PCA will pay its proportionate share of the transportation (by weight as determined by Lab Pack Audit) and processing (by actual weight) costs for the Commingled ISP Materials.

Non-Commingled ISP Materials are to be separately sorted by material as per Packing Standards by the Municipality at its Depots and made ready for pick-up by an approved PCA transporter.



**SCHEDULE "B" – COLLECTION SERVICES**

Municipality will collect ISP Materials from its residents according to the following Collection Services.

**Depots**

MHSW Depot Name	Address	Days & Hours of Operation	Operating Season	Notes
Not Applicable				

**Total Reimbursable Hours of Operation:**   0   hours

**Events:**

Municipality will use commercially reasonable efforts to submit Event Schedules to PCA for approval by March 31<sup>st</sup> of the calendar year in which the Events will be held, and in all cases will submit Event Schedules not less than sixty days prior to the next planned Event. Once approved by PCA, the updated information on Event Schedules will be deemed to be incorporated into this Agreement.

INITIALLED BY MUNICIPALITY: \_\_\_\_\_

## SCHEDULE "C" – PAYMENT FOR COLLECTION SERVICES

PCA will pay the Municipality for ISP Materials Collection Services as follows:

For ISP Services – Depot, PCA will pay the Municipality the Hourly Rate (defined below) per hour plus applicable taxes for the Total Reimbursable Hours set out in Schedule "B", to be paid in twelve (12) equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by twelve (12) and multiplied by the Hourly Rate.

The "Hourly Rate" is \$ 0.00.

For ISP Services – Event, PCA will pay the Municipality a rate of \$ 2200.00 per tonne of ISP Materials plus applicable taxes.

For ISP Services – Event (and transportation to Depot), PCA will pay the Municipality a rate of \$ 0.00 per tonne of ISP Materials plus applicable taxes.

INITIALLED BY MUNICIPALITY: \_\_\_\_\_

## SCHEDULE “D” – PROMOTION & EDUCATION

The Municipality will actively promote the collection of ISP Materials and the PaintRecycle brand through municipal publications, events and activities that support the Municipality’s waste management strategy. The Municipality will not charge PCA for any promotion or education activities unless PCA has agreed to such charges in advance in writing. PCA’s decision not to pay for specific promotion and education activities does not discharge the Municipality from its obligation to inform the Municipality’s residents of its Collection Accessibility Schedules (see Schedule “B”).

PCA’s plan for promotion and education for the ISP Materials is outlined in s. 9 of the ISP.

If the Municipality has a waste management webpage then the Municipality may post the Collection Accessibility Schedules, the PaintRecycle logo and a link to <http://www.regeneration.ca/> on the aforementioned webpage at no cost to PCA.

The Municipality must submit to PCA draft copies of all publications using PCA trademarks and logos for approval, which PCA may withhold for any reason.

The Municipality, its employees and Service Providers will not engage in any activity that may cause or perceive to cause harm to Product Care Association or any brand owned by PCA, such as PaintRecycle.

The Municipality will periodically educate its residents about the BUDS message:

- Buy only what you need
- Use it all up
- Divert
- Safely dispose of the rest

## SCHEDULE "E" – PCA STANDARDS

### Commingled Materials

- Aerosols, as defined under Paints & Coatings that are ISP Materials;

### Non-Commingled Materials

- Paints and Coatings, and containers in which they are contained, that are ISP Materials;

The following are PCA's ISP Materials Collection Site Standards applicable to this Agreement as of the date of this Agreement. PCA will provide advance notice of proposed revisions to these standards to the Municipality in accordance with this Agreement. Revisions to these standards will be posted on [//www.regeneration.ca/service-partner-support/ontario/](http://www.regeneration.ca/service-partner-support/ontario/)



### ISP Materials Collection Site Standards

**Effective: June 30, 2015**

To the extent that there is any conflict between these Product Care Association ISP Materials Collection Site Standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply. The collection site operator is required to comply with the requirements of the applicable laws and regulations. For greater certainty, in the event that the Product Care Association standards impose requirements that are more stringent or additional to the requirements of applicable laws and regulations but do not conflict with such laws and regulations, the collection site operator is required to comply with the PCA standards as well as with applicable laws and regulations

#### **Background:**

PCA operates the Industry Stewardship Plan ("ISP") to ensure certain hazardous and special wastes are collected and recycled or otherwise safely disposed of in an environmentally appropriate way.

Product Care Association was authorized by Waste Diversion Ontario to plan, implement and operate the ISP for paints and coatings, and the containers in which they are contained as defined in the ISP:

The ISP, rules and material definition can all be viewed on the PCA website at <http://www.regeneration.ca//service-partner-support/ontario/>

**Purpose:**

The ISP Collection Site Standards define the minimum operating requirements to qualify as a Product Care Association collection site for ISP Materials. All locations wishing to act as a collection site on behalf of PCA must be approved by PCA.

The ISP Collection Site Standards do not absolve collection sites from any federal, provincial and/or municipal legislation and regulations applicable to their operation. It is the collection site's responsibility to be aware of, and abide by, all such legislation and regulations.

PCA reserves the right to review and revise these standards on an ongoing basis. The most current version will be posted on the PCA website. PCA will, as a courtesy, provide notification of changes to active collection sites for which it has current email addresses; however, it is the collection site's responsibility to regularly check the PCA website for revisions.

**Who this applies to:**

For the purposes of these standards, a *Collection Site Operator* means the operator of a location at which ISP Materials are received from the public and/or a small quantity or IC&I generator, or via the site's internal operations from which a transporter will pick up ISP Materials and transport it to an approved ISP Materials processor. These standards apply to the following two types of collection sites:

1. **Type 1 sites:** Sites that receive a wide range of MHSW, and
2. **Type 2 sites:** Sites that collect only: Paints and coatings;

**Enforcement of these Standards:**

Collection site operators shall:

- Provide PCA with all reasonable information relating to these standards or any matter that relates to the ISP or procedures of PCA;
- Acknowledge that PCA has a right of access to any and all such information during normal business hours and on 24 hours' notice.

Moreover, PCA may verify compliance information provided by collection site operators, either directly or through a third party acting on its behalf. Please note that all parties acting on behalf of PCA are bound by strict confidentiality agreements.

<b>1. General Requirements</b>
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**All ISP Materials collection site operators shall:**

- 1.1 Possess a valid business licence if they are a commercial operation.
- 1.2 Either self-insure, or possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability.

- 1.3 Identify and comply with all applicable legislation and approvals, including but not limited to:
- Type 1 collection sites shall be:
- In possession of and in compliance with all terms in their MOECC Environmental Compliance Approval (ECA);
  - Registered with the MOECC's Hazardous Waste Information Network (HWIN);
  - In compliance with the Ontario *Environmental Protection Act, 1990* (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
  - In compliance with the federal *Transportation of Dangerous Goods Act* (TDGA);
  - In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.
  -
- Type 2 collection sites shall be:
- In compliance with the Ontario *Environmental Protection Act, 1990* (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
  - In compliance with the federal *Transportation of Dangerous Goods Act* ;
  - In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.
- 1.4 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable legislative and regulatory requirements, including but not limited to:
- Environmental regulations, including permits or certifications for operating, air emissions, or other discharges;
  - Occupational health and safety regulations;
  - Hazardous waste management regulations (storage, handling).
- 1.5 Implement and maintain an emergency response plan to prepare for and respond to emergency situations including fires, spills and medical events.
- 1.6 Maintain all records for a minimum of two years or longer as required by law, including manifests, bills of lading and waste records.
- 1.7 Provide notice to PCA of any fines or regulatory orders in the previous five years and, going forward, within 60 days of any new fine or regulatory order as it relates to the ISP.

## 2. Occupational Health and Safety

All collection site operators shall:

- 2.1 Identify and comply with all applicable health and safety legislation, including but not limited to:
- *Employment Standards Act, 2000*;
  - *Occupational Health and Safety Act, 1990*;
  - *Workplace Safety and Insurance Act, 1997*;

- *Canada Labour Code.*
- 2.2 Possess workers' compensation coverage through either a provincial (WSIB) program or a private insurance policy.
  - 2.3 Be compliant with the Workplace Hazardous Materials Information System (WHMIS), including training requirements.
  - 2.4 Maintain an occupational health program that includes processes to safeguard the health and safety of employees by:
    - Providing regular documented health and safety training;
    - Providing and enforcing the correct use of personal protection equipment; and
    - Safeguarding hazardous mechanical processes.

### **3. Staff Training**

All collection site operators shall:

- 3.1 Train staff on their emergency response plan.
- 3.2 Train staff to identify and pack ISP Materials in its appropriate waste class according to Waste Packing Protocols (refer to Appendix A).
- 3.3 Train staff to differentiate between ISP Materials that is eligible for collection services under the ISP and those that are not (refer to Appendix A).
- 3.4 Update staff training based on any changes made to the Collection Site Standards.
- 3.5 Document and maintain records of staff training.

### **4. Waste Packing Protocols**

All collection site operators shall:

- 4.1 Pack waste according to the MOECC's waste classes and PCA Waste Packing Standards as outlined in Appendix A.
- 4.2 Ensure that ISP Materials are handled and stored as follows:

For Type 1 collection sites:

In accordance with the conditions laid out in their respective Environmental Compliance Approval and all applicable laws and regulations.

For Type 2 collection sites:

- Have the ability to receive wastes from the public in a controlled manner (direct supervision or monitored) in a customer drop-off area;
- Have adequate infrastructure to shelter material from inclement weather in

- a consolidation storage area;
  - Have sufficient space to receive, sort, store and prepare transportation containers for shipment:
    - Paints and coatings: minimum of eight (8) 205 L drums/two standard UN gaylord boxes or one week of paints and coatings received at each collection site;
  - As applicable, have material-handling equipment with the ability to move containers onto transport vehicles;
  - Be accessible to transport vehicles for pick-up of ISP Materials ; and
  - Have adequate security measures in place to prevent ISP Materials from being tampered with by anyone at the site or using the collection facility at unauthorized times.
- 4.3 All waste must be packed in an approved UN container<sup>1</sup> and all materials transported must be contained in accordance with TDGA requirements.
- 4.4 Transportation containers must be filled to capacity, except if this practice contravenes either a ministry order or the Collection Site Operator's Environmental Compliance Approval Storage Requirements. Transportation containers used at event days should be filled to capacity and it is understood the last container filled of the day may not be filled, it may be partially filled.
- 4.5 If applicable, make use of vermiculite in sufficient quantity to cover and protect the waste material from breakage when there is a potential for spillage or breakage of containers in a lab pack during transport:
- 4.6 Place large pails (25 litres or more) on skids and shrink wrap to prevent shifting of waste during transport. Alternatively, gaylord boxes may be used placing 25L pails on the bottom layer.
- 4.7 Contamination allowances
- The maximum contamination allowance is 5%. This is a weight-based allowance assessed on individual drums for a given waste class.
  - Contamination levels in transport containers (mis-packed ISP Materials, non-program wastes as identified in Appendix A) will be monitored by PCA or by its authorized agent through random sampling. ISP Materials collection site operators will be required to take corrective action if contamination allowances are exceeded. PCA reserves the right to apply a financial penalty to collection site operators who exceed the contamination allowance or revoke the collection site's approval status if corrective action is not taken as requested by PCA.

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<sup>1</sup> Refers to containers that meet the requirements established by the United Nations Committee of Experts on the Transportation of Dangerous Goods; these requirements provide a uniform international system for identifying and packaging Class 3, 4, 5, 6.1, 8 and 9 dangerous goods for transport.



## Appendix A –ISP Materials Packing Standards

*Please note: This table references all ISP materials as approved in the Ontario Paint ISP Program. Product Care Association (PCA) requires that waste materials in each individual row (as numbered in the first column on the left) be packed separately (even though they may be packed under the same waste class)*

#	Waste Class / UN#	Sorting Requirements	Examples of Inclusions	Examples of Exclusions	Instructions	Eligible Generators
1	Aerosols - 331  UN 1950	<b>Commingled<sup>1</sup></b>	<ul style="list-style-type: none"> <li>Includes paints and coatings, managed through PCA's ISP program and waste not managed through PCA's ISP program that are packaged under pressure in a non-refillable self-closing container that contains a propellant in gaseous form.</li> </ul>	<ul style="list-style-type: none"> <li>Pressurized containers (refillable or non-refillable)</li> <li>Fire extinguishers (including in aerosol format)</li> <li>Inhalers</li> <li>Hair Spray</li> <li>Insect Repellent</li> </ul>		<ul style="list-style-type: none"> <li>Residential</li> <li>Designated IC&amp;I Businesses (small quantity generator)</li> </ul>

9	Paints, Stains and Coatings - 145	<p><b>Non-Commingled<sup>2</sup></b></p> <ul style="list-style-type: none"> <li>• All architectural paint including latex, oil and solvent-based coatings, including paints and stains, whether tinted or un-tinted, and their containers.</li> <li>• All architectural paints and coatings for household and industrial use.</li> <li>• Includes all driveway and roof sealants.</li> <li>• Includes non-pesticide containing marine paints</li> <li>• <b>Note:</b> Architectural coatings means organic coatings intended for onsite applications at ambient temperatures to interior or exterior surfaces of residential, commercial, institutional, industrial, or government structures including exterior and interior house paints, stains, undercoaters, primers and sealers. Structures include all components and attachments of both buildings and non-buildings, including but not limited to driveways, furniture (indoor and outdoor) appliances, floors, cabinets and doors, but with the</li> </ul>	<ul style="list-style-type: none"> <li>• Automotive and anti-fouling marine paints and coatings</li> <li>• Products that match the definition of both Paints &amp; Coatings and a Pesticide are to be packed with <b>Pesticides</b></li> <li>• All paints and coatings in aerosol containers are to be packed with <b>331 - Aerosols</b></li> <li>• Stucco and spackling compounds</li> <li>• Waxes and polishes</li> <li>• Paints &amp; Coatings supplied in containers with a volume greater than 25 litres</li> </ul>	<p>Collection/transport containers should be packed with larger paint containers at the bottom, any spaces filled with smaller containers, and smaller paint containers on top. Paint and coating containers must be stacked upright in the collection/transport containers.</p>	<ul style="list-style-type: none"> <li>• Residential</li> <li>• Designated IC&amp;I Businesses (small quantity generator)</li> </ul>
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1 - Commingled refers to waste managed under Product Care Association's program that are packed with waste that is not managed by Product Care Association because separating them at the collection site is not possible or practical. Product Care Association uses allocation models derived from audits conducted on its behalf to calculate its financial obligations to collectors and its collection performance for reporting purposes.

2 - Non-Commingled refers to the sorting of waste such that only wastes managed under Product Care Association's program are packed in the same shipping container.

INITIALLED BY MUNICIPALITY: \_\_\_\_\_

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

**By-law No. 2015-097**

**Being a by-law to enter into an agreement with Miller Paving Limited for the Supply, Mixing and Stockpiling of Winter Sand at various locations within the City of Temiskaming Shores**

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

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

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

**And whereas** Council considered Administrative Report No. PW-017-2015 at the May 5<sup>th</sup>, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the Supply, Mixing and Stockpiling of Winter Sand for consideration at the May 5<sup>th</sup>, 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Miller Paving Limited for the Supply, Mixing and Stockpiling of Winter Sand in the amount of \$84,150.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of May, 2015.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2015-097**

Agreement between

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

and

**Miller Paving Limited**

for the Supply, Mixing and Stockpiling of Winter Sand

**This agreement** made in duplicate this 5<sup>th</sup> day of May 2015.

Between:

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

and

**Miller Paving Limited**  
(hereinafter called "the Contractor")

Witnesseth:

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

**Article I:**

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores  
Supply, Mix and Stockpile Winter Sand  
Tender No. PWO-RFT-004-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Engineer, all the work by **September 30<sup>th</sup>, 2015.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Eighty-Four Thousand One Hundred and Fifty Dollars and Zero Cents (\$84,150.00) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

**Article IV:**

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Contractor:

**Miller Paving Limited**  
704024 Rockley Road  
New Liskeard, Ontario  
P0J 1P0

The Owner:

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

The Director:

**The Director of Public Works - City of Temiskaming Shores**  
P.O. Box 2050 - 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

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

Signed and Sealed in )  
the presence of )

Contractor's Seal )

**Miller Paving Limited**

\_\_\_\_\_  
Contractor – Britt Herd

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

Municipal Seal )

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2015-097**

Form of Agreement



## Form of Tender

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

I/We, the undersigned, have carefully examined the attached documents and conditions of the Tender. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Tender.

*NOTE: All portions of "Form of Tender" must be accurately and completely filled out.*

### Section 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE PER TONNE 2015 – 2016	TOTAL
1	Dymond Public Works Yard, 181 Drive Inn Theatre Road, New Liskeard	1,000	\$7.65	\$ 7,650.00
2	New Liskeard Public Works Yard, 200 Lakeshore Drive, New Liskeard	5,000	\$7.65	\$ 38,250.00
3	Haileybury Public Works Yard 1 View Street, Haileybury, ON	5,000	\$7.65	\$ 38,250.00
			SUB TOTAL	\$84,150.00
			H.S.T.	\$10,939.50
			TOTAL	\$95,089.50

Page 1 of 6 to be submitted






I/We Miller Paving Limited offer to supply the requirements stated within.

the corresponding total cost of \$ 95,089.50 Tax included.

I/We hold the prices valid for 30 (thirty) days from submission date.

I/We will deliver the required material / equipment within 90 calendar days from receiving a signed order.

The specifications have been read over and agreed to this 23rd day of April 2015

<p><b>Company Name</b> Miller Paving Limited</p>	<p><b>Contact name (please print)</b> Britt Herd</p>
<p><b>Mailing Address</b> 704024 Rockley Road Box 248 New Liskeard, ON</p>	<p><b>Title</b> Estimating Manager</p>
<p><b>Postal Code</b> P0J 1P0</p>	<p><b>Authorizing signature</b>  "I have the authority to bind the company/corporation/partnership."</p>
<p><b>Telephone</b> 705-647-4331</p>	<p><b>Fax</b> 705-647-3611</p>
<p><b>Cell Phone if possible</b></p>	<p><b>Email</b> britt.herd@millergroup.ca</p>



Page 2 of 6 to be submitted

**City of Temiskaming Shores**  
**PWO-RFT-004-2015**  
**Supply, Mix and Stockpile Winter Sand**

**Non Collusion Affidavit**

I/ We Miller Paving Limited the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.

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

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

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

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

Dated at New Liskeard this 23rd day of April, 2015

Signed 

Company Name Miller Paving Limited

Title Estimating Manager



Page 3 of 6 to be submitted

**City of Temiskaming Shores  
PWO-RFT-004-2015  
Supply, Mix and Stockpile Winter Sand**

**Conflict of Interest Declaration**

Please check appropriate response:

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

List Situations:

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

Dated at New Liskeard this 23rd day of April, 2015.

Firm Name Miller Paving Limited

Bidder's Authorization Official Britt Herd

Title Manager-Estimating Northern Group

Signature 



Page 4 of 6 to be submitted

**City of Temiskaming Shores  
PWO-RFT-004-2015  
Supply, Mix and Stockpile Winter Sand**

**SCHEDULE "A" - LIST OF PROPOSED SUB-CONTRACTORS**

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Tender must be included in the Tender documents submitted.

Name	Address	WSIB Certificate Number (copy attached)
NA		

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Tender document.

Signed by Company Official

Britt Herd

Printed

Signed

Page 5 of 6 to be submitted



**Schedule B**

**Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement**

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name Miller Paving Limited Company Name

Phone Number Address

I, Britt Herd, declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*.

I, \_\_\_\_\_, declare that I, or my company, are not in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, a link to a free e-learning course module called Serve-Ability, Transforming Ontario’s Customer Service is available at [www.gov.on.ca/mcss/serveability/splash.html](http://www.gov.on.ca/mcss/serveability/splash.html).

Date: April 23, 2015

**Page 6 of 6 to be submitted**



**City of Temiskaming Shores  
PWO-RFT-004-2015  
Supply, Mix and Stockpile Winter Sand**

**Schedule C - Performance Evaluation (for City Use only)**

Vendor's Name			Telephone
Address			Postal Code
Vendor's Representative			
Contract Description; PWO-RFT-004-2015 Supply, Mix and Stockpile Winter Sand			
Awarded Contract Value		Actual Contract Value	
Cost Centre 1.0620.3410.4.03.3310	District/Region/Branch	City Contact Person; Doug Walsh	Division; Public Works
Scheduled Start;  Upon notification	Actual Start;	Scheduled Completion;  Oct. 01, 2015	Actual Completion

**Performance Rating**

O-Outstanding G-Good F-Fair P-Poor	Rate	Comments
1. Quality of Work Performed		
2. Ability of Employees used for work		
3. Scheduling and Coordination		
4. Availability of Equipment and Employees		
5. Equipment/Procurement & Delivery		
6. Condition and Suitability of Equipment		
7. Cooperation of Municipality and Employees		



8. Cooperation with outside Agencies		
9. Conformity to Pertinent Acts and Regulations		
10. Safety (Overall)		
11. Quality of Supervision		
12. General Housekeeping		
13. Responses to Unplanned Changes		
14. Other (Specify)		
Causes for Delays (if any)		
Liquidated Damages (itemize)		

\*

Future Recommendations: Provider recommended for future work	Yes	No (explain)
Comments:		
Department Director	Date	
Title	Project Coordinator	
Company Representative		

\* To be completed at the end of the service period

# The Corporation of the City of Temiskaming Shores

## By-law No. 2015-098

### Being a by-law to enter into an agreement with Pollard Highway Products Ltd. for the supply and application of Liquid Dust Suppressant at various locations in the City of Temiskaming Shores

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

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

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

**And whereas** Council considered Administrative Report No. PW-018-2015 at the May 5<sup>th</sup>, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Pollard Highway Products Ltd. for the Supply and Application of Liquid Dust Suppressant for consideration at the May 5<sup>th</sup>, 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Pollard Highway Products Ltd. for the Supply and Application of Liquid Dust Suppressant at various locations in the City of Temiskaming Shores, in the amount of \$41,808.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.



**Read a first, second and third time and finally passed this 5<sup>th</sup> day of May, 2015.**

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2015-098**

Agreement between

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

and

**Pollard Highway Products Ltd.**

for the Supply and Application of Liquid Dust Suppressant

**This agreement** made in duplicate this 5<sup>th</sup> day of May 2015.

Between:

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

(hereinafter called “the Owner”)

and

**Pollard Highway 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) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores  
Supply and Application of Liquid Dust Suppressant  
Tender No. PWO-RFT-002-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Engineer, all the work by **September 30<sup>th</sup>, 2015.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Forty-One Thousand Eight Hundred and Eight Dollars and Zero Cents (\$41,808.00) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the

Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

**Article IV:**

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Contractor:

**Pollard Highway Products Ltd.**  
P.O. Box 280  
Harrow, Ontario  
N0R 1G0

The Owner

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

The Director:

**The Director of Public Works - City of Temiskaming Shores**  
P.O. Box 2050 - 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

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

Signed and Sealed in )  
the presence of )

Contractor's Seal )

**Pollard Highway Products Ltd.**

\_\_\_\_\_  
Contractor – John Roung

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

Municipal Seal )

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2015-098**

Form of Agreement



## Form of Tender

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

I/We, the undersigned, have carefully examined the attached documents and conditions of the Tender. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Tender.

*NOTE: All portions of "Form of Tender" must be accurately and completely filled out.*

### Section 1

Location	Quantity L	Unit Price	Sub Total	H.S.T.	Total, \$
F.O.B. Delivered and applied to various locations <b>Township of Harley</b>	78,000	.268	20,904.00	2717.52	23621.52
F.O.B. Delivered and applied to various locations <b>Township of Evanturel</b>	26,000	.268	6968.00	905.84	7873.84
F.O.B. Delivered and applied to various locations <b>Township of Kerns</b>	78,000	.268	20,904.00	2717.52	23621.52
F.O.B. Delivered and applied to various locations, <b>Township of Chamberlain</b>	52,000	.268	13,936.00	1811.68	15,747.68
F.O.B. Delivered and applied to various locations, <b>Township of Hudson</b>	78,000	.268	20,904.00	2717.52	23621.52
F.O.B. Delivered and applied to various locations <b>City of Temiskaming Shores</b>	156,000	.268	41,808.00	5435.04	47,243.04
F.O.B. Delivered and applied to various locations, <b>Township of Hilliard</b>	56,000	.268	15,008.00	1951.04	16,959.04

Page 1 of 6 to be submitted



Location	Quantity L	Unit Price	Sub Total	H.S.T.	Total, \$
F.O.B. Delivered and applied to various locations, <b>Brethour Twp.</b>	52,000	.268	13,936.00	1811.68	15,747.68
F.O.B. Delivered and applied to various locations <b>Township of Casey</b>	28,000	.268	7504.00	975.52	8479.52
F.O.B. Delivered and applied to various locations <b>Township of Armstrong</b>	104,000	.268	27,872.00	3623.36	31495.36
F.O.B. Delivered and applied to various locations <b>Township of Charlton – Dack</b>	26,000	.268	6968.00	905.84	7873.84
F.O.B. Delivered and Applied to various locations <b>Township of Harris</b>	26,000	.268	6968.00	905.84	7873.84

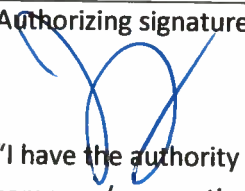
Page 2 of 6 to be submitted



I/We Pollard Highway Products Ltd. offer to supply the requirements stated within.

I/We hold the prices valid for 30 (thirty) days from submission date.

The specifications have been read over and agreed to this 6<sup>th</sup> day of April 2015

Company Name <u>Pollard Highway Products Ltd.</u>	Contact name (please print) <u>John Roung</u>
Mailing Address <u>PO BOX 280</u> <u>Harrow, ON</u>	Title <u>General Manager</u>
Postal Code <u>NOR1G0</u>	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone <u>519-738-2213</u>	Fax <u>519-738-2214</u>
Cell Phone if possible <u>519-980-5534</u>	Email <u>jroung@pollardhighway.com</u>

Page 3 of 6 to be submitted





**City of Temiskaming Shores**

**PWO-RFT-002-2015  
Liquid Calcium Chloride**

**Non Collusion Affidavit**

I/ We Pollard Highway Products Ltd. the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.

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

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

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


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

Dated at Harrow this 6<sup>th</sup> day of April, 2015

Signed

Company Name

Title

  
Pollard Highway Products Ltd.  
General Manager



**City of Temiskaming Shores  
PWO-RFT-002-2015  
Liquid Calcium Chloride**

**Conflict of Interest Declaration**

Please check appropriate response:

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

List Situations:

---



---



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

Dated at Harrow this 6<sup>th</sup> day of April, 2015.

Firm Name Pollard Highway Products Ltd.

Bidder's Authorization Official John Bourng

Title General Manager

Signature 

**Page 5 of 6 to be submitted**



**City of Temiskaming Shores  
PWO-RFT-002-2015  
Liquid Calcium Chloride**

**Schedule "A"- Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement**

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name Aldard Highway Products Ltd. Company Name

Phone Number

Address

I, John Roung, declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*.

I, \_\_\_\_\_, declare that I, or my company, are not in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at [www.gov.on.ca/mcss/serveability/splash.html](http://www.gov.on.ca/mcss/serveability/splash.html).

Date: Apr 6/15.

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

### **By-law No. 2015-099**

#### **Being a by-law to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry - FedNor for funding assistance towards hiring of a Business Development Coordinator Intern for the New Liskeard Business Improvement Area**

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

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

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

**And whereas** Council considered Administrative Report No. CS-016-2015 at the May 5, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Industry (FedNor) for funding assistance towards the hiring of a Business Development Coordinator Intern for the New Liskeard Business Improvement Area for consideration at the May 5, 2015 Regular meeting of Council;

**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 a funding agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry (FedNor) for funding assistance in the amount of \$31,500 towards the hiring of a Business Development Coordinator Intern for the New Liskeard Business Improvement Area, a copy attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed this 5<sup>th</sup> day of May, 2015.**

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Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law No. 2015-099**

Agreement between

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

and

**Her Majesty the Queen in Right of Canada**

as represented by the Ministry of Industry (FedNor) for funding assistance towards the hiring of a Business Development Coordinator Intern for the New Liskeard Business Improvement Area



Industry Canada

FedNor

19 Lisgar Street  
Suite 307  
Sudbury, Ontario  
P3E 3L4

Industrie Canada

FedNor

19, rue Lisgar  
Bureau 307  
Sudbury (Ontario)  
P3E 3L4

Protected B

Project Number: 851-807234

THIS AGREEMENT made as of: **APR 20 2015**

**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
as represented by the Minister of Industry  
(the "Minister")

**– AND –**

**The Corporation of the City of Temiskaming Shores**  
(the "Recipient")

WHEREAS in response to an application from the Recipient received March 30, 2015, the Minister has agreed to provide a non-repayable Contribution to the Recipient (the Minister and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

## 1.0 The Agreement

### 1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

Annex 3 – Recipient representation documents per section 8.0

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

- b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Minister.
- c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.
- d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

### 1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

### 1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

### 1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Minister (the "Date of Acceptance").



## 1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Minister under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

## 1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 11 – Indemnification and Limitation of Liability
- e) Section 12 – Default and Remedies
- f) Section 13 – General

## 2.0 **The Project**

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before August 1, 2015 (the "Commencement Date") and is completed on or before October 31, 2016 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Minister.

**3.0 The Contribution**

3.1 The Minister will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 90% of the incurred Eligible & Supported Costs of \$35,000 of the Project outlined in Annex 1, and
- b) \$31,500.

3.2 The Minister shall not normally contribute to any Eligible and Supported Costs incurred prior to March 30, 2015 or later than the Completion Date.

The Minister shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Minister may, at his or her sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Minister shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.

#### **4.0 Total Canadian Government Funding**

- a) The Minister and the Recipient hereby acknowledge that for purposes of this Agreement the Recipient has received no other federal, provincial, or municipal assistance for the Project.
- b) The Recipient shall promptly inform the Minister in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

#### **5.0 Intellectual Property**

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

#### **5.2 Copyright**

All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he or she may, from time to time, determine.

## 6.0 Claims and Payments

### 6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Minister. Each claim will include the following information:
  - i) a list of Eligible and Supported Costs incurred;
  - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
  - iii) any other documentation in support of the claim as may be required by the Minister.
- b) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Minister shall pay to the Recipient the Minister's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Minister's customary payment practices.
- d) The Minister may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Minister may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

## 6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Minister in scope and detail:
  - i) a final statement of total Project costs;
  - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
  - iii) a Final Activity Report on the Project;
  - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
  - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
- b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Minister no later than six (6) months after the Completion Date or early Termination Date of the Project. The Minister shall have no obligation to pay any claims submitted after that date.

6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Minister may in his or her absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he or she deems appropriate.

## 6.4 Holdback

Notwithstanding any other provision of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Minister;
- b) the Final Report has been submitted to the satisfaction of the Minister;
- c) audits, where required by the Minister have been completed to the satisfaction of the Minister; and
- d) the Minister has approved the final claim described in subsection 6.2.

## 6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Minister promptly and in any case no later than 30 days from the date of the Minister's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Minister.

## 6.6 Sharing Ratios

If the Minister makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

## 6.7 Advance Payments

Where the Minister is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Minister may, at his or her sole discretion, make advance payments to the Recipient.

## 7.0 Monitoring and Audit

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Minister to assess the progress of the Project (e.g. work completed to date). Upon request of the Minister and at no cost to him, the Recipient will promptly elaborate upon any report submitted.

- 7.3 The Minister may request that the Recipient submit to him a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Minister.
- 7.4 The Recipient shall provide to the Minister a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Minister's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Minister to conduct such independent audits and evaluations as the Minister in his or her discretion may require;
  - b) permit any authorized representatives of the Minister reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
  - c) supply promptly, on request, such information in respect of the Project and its results as the Minister may require for purposes of this Agreement and for statistical purposes.
- 7.6 The Minister shall have the right, at his or her own expense, and as and when he or she determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Minister under the provisions of this Agreement.
- 7.7 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Department of Industry officials, an independent auditing firm, and the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

## 7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

## 8.0 Representations

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement. A certified copy of the Charter for this organization together with a certified copy of the Resolution and/or by-laws authorizing this transaction is attached to this Agreement as Annex 3;
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;



- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
  - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
  - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
  - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
  
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
  
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

## **9.0 Announcements, Events and other Communications Activities**

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Minister in the form of a news release and/or media event. The Minister shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Industry Canada), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

## **10.0 Official Languages**

10.1 The Recipient may carry out the Project in the official language of the Recipient's choice.

## **11.0 Indemnification and Limitation of Liability**

11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Minister, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Minister, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.

11.2 The Recipient shall at all times indemnify and save harmless the Minister, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:

- a) the Project, its operation, conduct or any other aspect thereof;
- b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or

- c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Minister in the performance of his or her duties.

11.3 The Minister shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.4 The Minister, his or her agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

## 12.0 **Default and Remedies**

### 12.1 Events of Default

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Minister, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Minister, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Minister, there is a material adverse change in risk;
- f) in the opinion of the Minister, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or

- g) in the opinion of the Minister, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Minister, are beyond the control of the Recipient.

## 12.2 Notice and Rectification Period

The Minister may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Minister's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Minister may, in his or her discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Minister may in his or her sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Minister that it has taken the necessary steps to correct the condition, failing which the Minister may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Minister may decide.

## 12.3 Remedies

If the Minister declares that an event of default has occurred, the Minister may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Minister all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and
- d) exercise any other remedy available to the Minister at law.

**13.0 General****13.1 Canadian Goods and Services**

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. FedNor may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.

13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard when making any claim under this Agreement.

13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties.

13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.

13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.

- 13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the Interpretation Act R.S., c. I-23, as amended from time to time.
- 13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the Commercial Arbitration Act (Canada), and all regulations made pursuant to that Act.
- 13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.
- 13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.
- 13.12 It has not directly or indirectly promised or offered to any official or employee of the Minister, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.
- 13.13 The Recipient represents and warrants that:
- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the Lobbying Act, as amended from time to time;

- b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the Lobbying Act;
- c) at all relevant times it has been, is and will continue to remain in compliance with the Lobbying Act;
- d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
- e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Minister may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

#### **14.0 Notice**

- 14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

14.2 Any notice or correspondence to the Minister shall be addressed to:

Industry Canada/FedNor  
107 Shirreff Avenue, Suite 202  
North Bay ON P1B 7K8

Attention: Mrs. Denise Deschamps  
245 - BGC - Youth Internship (NFP)  
Northern Ontario Development Program

or to such other address as may be designated by the Minister in writing.

14.3 Any notice or correspondence to the Recipient shall be addressed to:

Mayor Carman Kidd  
Mayor  
The Corporation of the City of Temiskaming Shores  
325 Farr Drive  
Haileybury ON P0J 1K0


14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.



Project Number: 851-807234

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA** as  
represented by the Minister of Industry

Per:   
Name: Aime J. Dimatteo  
Title: Director General, FedNor  
Date: APR 20 2015

**RECIPIENT**

Per:  
Name:  
Title:  
Date:

Per:  
Name:  
Title:  
Date:

I/we have authority to bind The Corporation of the City of  
Temiskaming Shores

**THE PROJECT - STATEMENT OF WORK**

Recipient: The Corporation of the City of Temiskaming Shores

Project Number: 851-807234

**I. PROJECT SCOPE**

i) Description:

Hire a youth intern who meets the basic selection criteria as outlined in Annex 1

a). Key activities to be undertaken by the youth intern include:

- create and implement a marketing strategy on behalf of the BIA members;
- organize new events and activities to attract more traffic to the downtown core;
- build a member database and research the benefits of expanding the existing footprint of the organization;
- create a membership package to advise new members of the benefits of the organization;
- partner with other local business organizations to host training programs for small businesses; and
- coordinate town hall style meetings to enable members to present new ideas and address common issues of the membership.

ii) Project Location:

Temiskaming Shores

iii) Dates:

- a) Commencement Date - August 1, 2015
- b) Completion Date - October 31, 2016

iv) Key Workplan Activities, Timelines and Milestones:

This one year Internship will allow for the completion of proposed activities.

v) Performance Measures and Tracking Plan:

- 1 job created
- 1 marketing strategy developed
- 2 SME consultations undertaken
- 3 new events created
- a minimum of 2 training sessions provided to SMEs

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$31,500
- Supported	\$35,000	Other Federal	\$0
- Not Supported	\$0	Provincial	\$0
Ineligible Costs	\$0	Municipal	\$0
		Financial Institution	\$0
		Recipient	\$3,500
		Other	\$0
<b>Total</b>	<b>\$35,000</b>		<b>\$35,000</b>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Salary and benefits	\$31,500		\$31,500
Travel	\$2,000		\$2,000
Meeting/Training costs	\$1,500		\$1,500
<b>TOTAL ELIGIBLE COSTS</b>	<b>\$35,000</b>		<b>\$35,000</b>
<u>Ineligible Costs</u>			\$0
<b>TOTAL INELIGIBLE COSTS</b>			<b>\$0</b>
<b>TOTAL PROJECT COSTS</b>			<b>\$35,000</b>

\* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

II. **PROJECT FUNDING CONDITIONS**

- i) Variance of any of the Eligible Supported Costs  
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Minister.
- ii) Pre-disbursement Conditions  
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:

- a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Minister.
- iii) Advance Payments:
  - a) The Minister has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Minister.

### **III. REPORTING REQUIREMENTS**

The Recipient shall submit reports, in a form satisfactory to the Minister, on the following schedule:

- i) a Final Activity Report by the Final Claims Reporting Date; and
- ii) a final report at project end on results achieved between the start and end dates of the project, and completed exit interviews from both the Youth Intern and the Employer.

**YOUTH INTERNSHIP GUIDELINES****1.0 Youth Internship Objective**

Youth Internships are designed to provide meaningful full-time work experience for recent post secondary school graduates, particularly those from Northern Ontario, while supporting FedNor's economic development priorities. Our goal is also to assist young people to find gainful employment and stay in the North. Our expectation of you, as an employer and mentor, is to provide a positive full-time work experience to your intern and to assist him/her in whatever ways possible to make the transition from school to work. Ideally, at the end of the term, there will be an opportunity to employ the intern within your organization. If not, our expectation is that you will provide time and support to the intern in order that they can carry out a successful job search prior to the end of this Agreement.

**2.0 Eligible Youth Internship Criteria**

The Youth Intern will:

- a) be unemployed or underemployed youth and under the age of 30;
- b) have graduated within the last three (3) years with a degree, diploma or certificate from a recognized post-secondary institution;
- c) not be related to members of the directors, officers or managers of the Recipient;

**Exception to a) b) or c) will require prior written consent from the Minister.**

- d) be legally entitled to work in Canada; and
- e) not have previously participated as a youth intern in FedNor's Northern Ontario Development Program or in any other federal or provincial internship program with pay for a period of six (6) months or more.

Preference will be given to Northern Ontario youth. Participation of youth from employment equity groups is encouraged (Aboriginal, persons with disabilities, visible minorities and women).

### **3.0 Reporting**

The Recipient shall certify to the Minister, in writing, that the intern meets the "Eligible Youth Internship Criteria" set out above.

### **4.0 Project Results**

Refer to I. PROJECT SCOPE of this Annex.

### **5.0 Eligible Costs**

FedNor may contribute up to the lesser of \$31,500 or 90 percent per year toward employee salary and benefits.

### **6.0 The Recipient agrees to**

- a) provide adequate supervision and mentoring to the Intern during the course of the Project;
- b) publicly post the position (in accordance with Section 9.0 of this agreement);
- c) implement an interview and selection process that is fair and objective;
- d) maintain records of the hiring process, including, but not limited to members of the interview committee, questions asked, and list of eligible candidates;
- e) act as mentor and provide supervision for the Youth Intern; and
- f) provide full-time work for the Intern in accordance with standard personnel policy of the Recipient's organization.

### **7.0 Recruitment Ads/Job Postings**

The Recipient agrees to use the recruitment ad template provided on FedNor's website to advertise for all internship positions being supported through this contribution agreement and/or the Recipient may take advantage of the job posting service offered by Service Canada in their local area.

The template can be accessed on the FedNor website ([fednor.gc.ca](http://fednor.gc.ca)). Select “Resources” “For funding recipients” “Communications requirements”.

## **8.0 Employer - Employee Relationship**

The salary for intern and employee benefits are eligible costs while there is an “Employer-Employee Relationship”. Such relationship exists when there is a verbal or written agreement in which an employee agrees to work on a full-time basis for an employer for a specified period of time, in return for salary or wages.

## **9.0 Youth Internship Exit Interviews**

The Recipient shall ensure that completed Youth Internship Exit Interview Questionnaires for both the Employer and Intern(s) are completed and submitted to the Minister as part of the final report on the Project. Copies of these questionnaires will be provided by the Minister.

**COSTING MEMORANDUM**  
**245 - BGC - Youth Internship (NFP)**

**1.0 General Conditions**

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,
- a) directly related to the Project;
  - b) reasonable;
  - c) appear in the "The Project-Statement of Work";
  - d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
  - e) incurred between March 30, 2015 and the Completion Date.
- 1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between March 30, 2015 and the Completion Date.
- 1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Minister related to the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Minister access to such books, accounts and records.

**2.0 Eligible Costs**

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:



## 2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

## 2.2 Audit of Project Costs

If expressly approved in writing by the Minister, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

## 2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Minister is advised to ensure that the costs for these services are eligible. The Minister may not contribute to the cost of goods or services that are not, in the opinion of the Minister, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

## 2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time off in lieu of payment is not eligible. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

## 2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

## 3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

**Annex 3**

*(Insert a copy of the Recipient representation documents per section 8.0)*

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

**By-law No. 2015-100**

**Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Emergency Repairs to the McDonough Heights Watermain within the City of Temiskaming Shores**

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

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

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

**And whereas** Council considered Administrative Report No. PW-019-2015 at the May 5<sup>th</sup>, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Emergency Repairs to the McDonough Heights Watermain for consideration at the May 5, 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Pedersen construction (2013) Inc. for the Emergency Repairs to McDonough Heights Watermain within in the City of Temiskaming Shores, in the amount of \$68,200.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of May, 2015.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2015-100**

Agreement between

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

and

**Pedersen Construction (2013) Inc.**

for the Emergency Repairs to the  
McDonough Heights Watermain

**This agreement** made in duplicate this 5<sup>th</sup> day of May 2015.

Between:

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

(hereinafter called "the Owner")

and

**Pedersen Construction (2013) Inc.**

(hereinafter called "the Contractor")

Witnesseth:

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

**Article I:**

The Contractor will:

- a) Provide all material and perform all work described in the Quotation dated April 22<sup>nd</sup>, 2015 and attached herein as Appendix 01;
- b) Do and fulfill everything indicated by this Agreement and in the intended works;  
and
- c) Complete, as certified by the Director, all the work by **September 30<sup>th</sup>, 2015.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid Sixty-Eight Thousand Two Hundred Dollars and Zero Cents (\$68,200.00) plus applicable taxes subject to additions and deductions as provided in the Quotation.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

A copy of the Quotation dated April 22<sup>nd</sup>, 2015 is hereto annexed to this Form of Agreement and together with the plans (sketch) relating thereto, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

**Article IV:**

All communications in writing between the parties, or between them and the Director 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 post or telegram addressed as follows:

The Contractor:

**Pedersen Construction (2013) Inc.**  
P.O. Box 2409  
New Liskeard, Ontario  
P0J 1P0

The Owner:

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

The Director:

**The Director of Public Works - City of Temiskaming Shores**  
P.O. Box 2050 - 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

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

Signed and Sealed in )  
the presence of )

**Pedersen Construction (2013) Inc.**

Contractor's Seal )

\_\_\_\_\_  
President – Karl Pedersen

Contractor's Seal )

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

Municipal Seal )

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to  
**By-law No. 2015-100**  
Quotation





(705) 647-6223  
Fax (705) 647-8851

# Pedersen Construction (2013) Inc.

Hwy. 11 & 65 West, P.O. Box 2409, New Liskeard, Ontario P0J 1P0

April 22, 2015

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

**Attention: Mr. Doug Walsh**

Dear Sir,

**Quotation: Re-routing Watermain At  
McDonough Heights/Haileybury**

---

I hereby quote the following.

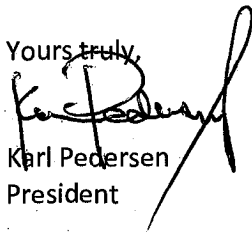
1. Mobilize equipment.
2. Set Up "Traffic Control" signage.
3. Clear and grub proposed right of way. (easement)
4. Connect to the existing 100mm diameter D.I watermain bnear existing fire hydrant c/w installation of a 100mm x150mm D.I. M.J. reducer and 150mm gate valve.
5. Install approximately 60L.M. of 150mm PVC CL150 watermain from McGrory connection to Ferland Street connection c/w topsoil, seeding and granular restoration.
6. Disconnect the existing fire hydrant and cap at existing tee. Supply and install a new fire hydrant c/w 150mm gate valve as directed.
7. Reconnect the 19mm water service for McGrory residence c/w topsoil and seed restoration.
8. Connect new 150mm diameter watermain to the existing 100mm watermain at Ferland Street c/w 100mm x 150mm reducer
9. Supply and install a new 19mm water service to the existing 19mm curb stop at the Parrott residence c/w topsoil and seed restoration.
10. Disconnect and abandon the temporary supply waterline at approximately 1.0meter below grade. Restore with topsoil and seed.
11. Demobilize equipment.

**Total: \$68,200.00**

**Notes:**

1. HST Extra.
2. Asphalt restoration by the City of Temiskaming Shores.
3. Preconstruction survey and vibration monitoring to be extra, if required. (Approximately \$7,500.00)

Yours truly,



Karl Pedersen  
President

U:\Quotes\QuotesKarl\TemShores220415.doc

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

**By-law No. 2015-101**

**Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Emergency Repairs to the Storm Sewer Infrastructure located at 182 Pine Street West within the City of Temiskaming Shores**

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

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

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

**And whereas** Council considered Administrative Report No. PW-020-2015 at the May 5<sup>th</sup>, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Emergency Repairs to the Storm Sewer Infrastructure located at 182 Pine Street West for consideration at the May 5<sup>th</sup>, 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Pedersen Construction (2013) Inc. for the Emergency Repairs to Storm Sewer Infrastructure at 182 Pine Street West within in the City of Temiskaming Shores, in the amount of \$62,700.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed this 5<sup>th</sup> day of May, 2015.**

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2015-101**

Agreement between

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

and

**Pedersen Construction (2013) Inc.**

for the Emergency Repairs to Storm Sewer  
Infrastructure at 182 Pine Street West

**This agreement** made in duplicate this 5<sup>th</sup> day of May 2015.

Between:

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

(hereinafter called "the Owner")

and

**Pedersen Construction (2013) Inc.**

(hereinafter called "the Contractor")

Witnesseth:

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

**Article I:**

The Contractor will:

- a) Provide all material and perform all work described in the Quotation dated April 22<sup>nd</sup>, 2015 and attached hereto as Appendix 01 and forming part of this agreement;
- b) Do and fulfill everything indicated by this Agreement and in the intended works; and
- c) Complete, as certified by the Director, all the work by **September 30<sup>th</sup>, 2015.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid Sixty-Two Thousand Seven Hundred Dollars and Zero Cents (\$62,700.00) plus applicable taxes subject to additions and deductions as provided in the Quotation.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

A copy of the Quotation dated April 22<sup>nd</sup>, 2015 is hereto annexed to this Form of Agreement and together with the plans (sketch) relating thereto, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

**Article IV:**

All communications in writing between the parties, or between them and the Director 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 post or telegram addressed as follows:

The Contractor:

**Pedersen Construction (2013) Inc.**  
P.O. Box 2409  
New Liskeard, Ontario  
P0J 1P0

The Owner:

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

The Director:

**The Director of Public Works - City of Temiskaming Shores**  
P.O. Box 2050 - 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

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

Signed and Sealed in )  
the presence of )

Contractor's Seal )

Contractor's Seal )

Municipal Seal )

**Pedersen Construction (2013) Inc.**

\_\_\_\_\_  
President – Karl Pedersen

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2015-101**

Quotation



(705) 647-6223  
Fax (705) 647-8851

# Pedersen Construction (2013) Inc.

Hwy. 11 & 65 West, P.O. Box 2409, New Liskeard, Ontario P0J 1P0

April 22, 2015

City of Temiskaming Shores  
P.O. Box 2050, 325 Farr Drive  
Haileybury, Ontario P0J 1P0

**Attention: Mr. Doug Walsh**

Dear Sir,

**Quotation: Repair Storm Sewer at  
182 Pine Street West, New Liskeard**

---

I hereby quote the following.

1. Mobilize equipment.
2. Set Up "traffic Control" signage and sedimentation control.
3. DST consulting Engineers to perform pre construction survey of existing adjoining residences.  
DST Consulting Engineers to monitor vibrations during storm sewer repair operations.
4. Excavate and replace existing damaged storm sewer with 30 L.M of 750 mm HDPE (320 kPa)  
storm sewer c/w stone chip bedding and cover material.
5. Repair the damaged irrigation system as required.
6. Restore existing lawn with 100 mm of topsoil and seeding.
7. Demobilize equipment

**Lump Sum \$62,700.00**

**Notes:**

- 1) HST extra
- 2) All permits and permission to enter by others.
- 3) Add \$5,000.00 to install sod instead of seeding.

Yours Truly,

Karl Pedersen  
President



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

### **By-law No. 2015-102**

#### **Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Emergency Repairs to the Sanitary Sewer Infrastructure located on Rebecca Street, within the City of Temiskaming Shores**

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

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

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

**And whereas** Council considered Administrative Report No. PW-021-2015 at the May 5<sup>th</sup>, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Emergency Repairs to the Sanitary Sewer Infrastructure located on Rebecca Street for consideration at the May 5<sup>th</sup>, 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Pedersen construction (2013) Inc. for the Emergency Repairs to Sanitary Sewer Infrastructure on Rebecca Street within in the City of Temiskaming Shores, in the amount of \$74,680.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed this 5<sup>th</sup> day of May, 2015.**

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2015-102**

Agreement between

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

and

**Pedersen Construction (2013) Inc.**

for the Emergency Repairs to Sanitary  
Sewer Infrastructure on Rebecca Street

**This agreement** made in duplicate this 5<sup>th</sup> day of May 2015.

Between:

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

and

**Pedersen Construction (2013) Inc.**  
(hereinafter called "the Contractor")

Witnesseth:

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

**Article I:**

The Contractor will:

- a) Provide all material and perform all work described in the Quotation dated April 21<sup>st</sup>, 2015 and attached hereto as Appendix 01 forming part of this agreement;
- b) Do and fulfill everything indicated by this Agreement and in the intended works;  
and
- c) Complete, as certified by the Director, all the work by **September 30<sup>th</sup>, 2015.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Seventy-Four Thousand Six Hundred and Eighty Dollars and Zero Cents (\$74,680.00) plus applicable taxes** subject to additions and deductions as provided in the Quotation.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

A copy of the Quotation dated April 21<sup>st</sup>, 2015 is hereto annexed to this Form of Agreement and together with the plans (sketch) relating thereto, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

**Article IV:**

All communications in writing between the parties, or between them and the Director 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 post or telegram addressed as follows:

The Contractor:

**Pedersen Construction (2013) Inc.**  
P.O. Box 2409  
New Liskeard, Ontario  
P0J 1P0

The Owner:

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

The Director:

**The Director of Public Works - City of Temiskaming Shores**  
P.O. Box 2050 - 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

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

Signed and Sealed in )  
the presence of )

Contractor's Seal )

Contractor's Seal )

Municipal Seal )

**Pedersen Construction (2013) Inc.**

\_\_\_\_\_  
President – Karl Pedersen

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2015-102**

Quotation



(705) 647-6223  
Fax (705) 647-8851

# Pedersen Construction (2013) Inc.

Hwy. 11 & 65 West, P.O. Box 2409, New Liskeard, Ontario P0J 1P0

April 21, 2015  
City of Temiskaming Shores  
P.O. Box 2050, 325 Farr Drive  
Haileybury, Ontario P0J 1K0

**Attention: Mr. Doug Walsh**

Dear Sir,

**Quotation: Rebecca Street/New Liskeard  
Replacement of Sanitary Sewer Main**

---

I hereby quote the following.

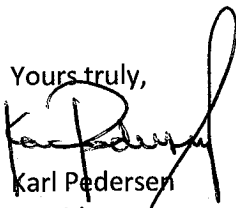
1. Mobilize equipment.
2. Set Up "Traffic Control" signage.
3. Set Up and maintain sewer bypass pump.
4. Supply and install approximately 60 lineal meters of 200mm diameter sanitary sewer c/w stone chip bedding & cover material, 450mm of granular 'B', type 1 subbase restoration and 150mm of granular 'A' base restoration. Asphalt paving, topsoil and sod restoration by others.
5. Reconnect 8 sanitary sewer services to sewer main within sanitary sewer trench. (Maximum service reconnection length-4meters)
6. Supply and install two 1200mm precast sanitary manholes c/w benching, frost straps and new manhole frame and cover.
7. Remove bypass pump, construction signs and demobilize equipment.

**Lump Sum \$74,680.00**

**Notes:**

1. HST Extra.
2. Term-30days/No Holdbacks
3. Camera inspection @ cost plus 15%, if required.

Yours truly,

  
Karl Pedersen  
President

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

**By-law No. 2015-103**

**Being a by-law to enter into an agreement with the Township of Chamberlain for the acceptance of recyclable materials at the Spoke Transfer Station on Barr Drive**

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

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

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

**And whereas** Council considered Administrative Report PW-053-2014 – "Spoke Transfer Station Agreement" at the December 16, 2014 regular meeting of Council and agreed to enter into agreements outside municipalities for the acceptance of recyclable material at the Spoke Transfer station;

**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 **The Township of Chamberlain** for the acceptance of recyclable materials at the Spoke Transfer Station, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of May, 2015.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen





## **Appendix 01**

Agreement between

**The City of Temiskaming Shores**

and

**The Township of Chamberlain**

**Barr Drive Spoke Transfer Station Agreement**

This Agreement prepared in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**Between:**

**The Corporation of the City of Temiskaming Shores  
(Herein referred to as "The City")**

**And:**

**The Township of Chamberlain  
(Herein referred to as "Municipality")**

**Witnesses that in consideration** of the fees reserved and the covenants and provisos herein contained on the part of the City and the Municipality, the City hereby grants access to the Municipality those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parcel 24755 Section SST, Part South ½ Lot 7, Concession 1, Dymond Part 1 Plan 54R-4278, as registered in the Registry Office for the District of Timiskaming, with a municipal address of 547 Barr Drive, hereinafter referred to as the "Facility" for a term **commencing on the 5<sup>th</sup> day of February, 2015 and ending on the 31<sup>st</sup> day of December, 2015.**

**Section One – Municipality's covenants:**

The Municipality covenants with the City as follows;

- (a) **Processing fees** – to pay the City \$250 per tonne plus H.S.T. for the processing of recyclable materials collected from the Municipality. Such fees to be paid within 30 days of receipt of the invoice from the City.
- (b) **Renewal** – to notify the City of its intention to renew this agreement by November 30<sup>th</sup> of each year, as outlined in Section Three (c) of this agreement. The City reserves the right to review and amend the processing fee on an annual basis.
- (c) **Indemnities** – to indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of:
  - (i) a breach, violation or non-performance of a covenant or condition in this agreement on the part of the Municipality to be observed or performed;
  - (ii) damage to the property by the Municipality, and persons claiming through the Municipality, or damage to other property except where the damage has been caused by the negligence of the City; and
  - (iii) injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the City.

- (d) **Compliance** – to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time-to-time in force during the term of this agreement, and any extension thereof.
- (e) **Accepted Materials** – to deposit recyclable materials accepted by the City only. The City reserves the right to refuse any material not outlined in Appendix A, attached hereto. Whether unloaded or not, refused material shall be removed by or at the expense of the Municipality or the person seeking to dispose of it.
- (f) **Use of Facility** – not to use the facility for any purpose other than to carry on the agreed upon recycling activities.

## **Section Two – City’s Covenants:**

The City covenants with the Municipality as follows:

- **Access for Processing** – to provide access to the Municipality to the Spoke Transfer Station at 547 Barr Drive for the deposit of recyclable materials collected from the Municipality in designated locations, during normal hours of operation, as determined by the City. The City will charge and collect a fee of \$250 per tonne plus H.S.T. for all material deposited commencing on the 5th day of February, 2015

## **Section Three - Provisos**

- (a) **Non-waiver** – Any condoning, excusing or overlooking by the City of any default, breach or non-observance by the Municipality of any covenant, proviso or condition herein contained does not constitute a waiver of the City’s rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights and remedies herein contained on the part of the City are deemed to be cumulative and not alternative.
- (b) **Default provisions** – Whenever;
  - (i) The Municipality defaults in the payment of any installment of fees, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
  - (ii) The Municipality fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement on the part of the Municipality.
- (c) **Notices** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

**The City of Temiskaming Shores**  
P.O. Box 2050  
Haileybury, Ontario P0J 1K0

and in the case of the Municipality addressed to the Municipality at:

**The Township of Chamberlain**  
467501 Chamberlain Road 5  
Englehart, ON P0J 1H0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.


- (d) **Amendment** – This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
- (e) **Binding Effect** – The terms and provisions of this agreement extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
- (f) **Captions** – The captions appearing at the headings of the paragraphs in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this agreement or any of its provisions.

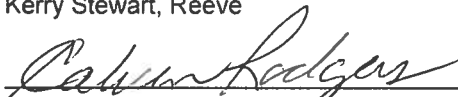
In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in )  
the presence of )

Municipal Seal )

**Township of Chamberlain**

  
\_\_\_\_\_  
Kerry Stewart, Reeve

  
\_\_\_\_\_  
Calvin Rodgers, Clerk-Treasurer-CAO

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

# Appendix A

## Acceptable Recyclable Materials

Recyclable containers includes the following forms of containers:

- a) food and beverage glass bottles and jars, including metal lids;
- b) metal food and beverage cans;
- c) cardboard cans such as from frozen juice, refrigerated dough, chips, and nuts;
- d) aluminum cans, foil, foil plates and foil trays;
- e) empty plastic containers (1 through 7);
- f) aseptic packaging, such as drink boxes;
- g) empty aerosol containers
- h) foam polystyrene (Styrofoam) such as from takeout, egg cartons, drinking cups and meat trays;
- i) polycoat containers such as milk and juice cartons; and
- j) any other container designated by the Director of Public Works to be a recyclable container.

Recyclable papers includes the following:

- a) household paper, including junk mail, writing paper, computer paper, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) paper egg cartons;
- c) paper rolls;
- d) paper bags, other than treated bags, such as flour, sugar, potato and pet food bags;
- e) newspapers and inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books (hardcover removed and recycled separately); and
- i) any other paper or paper products designated by the Director of Public Works to be recyclable papers.

Recyclable cardboard includes clean, unwaxed corrugated cardboard and box board.

Recyclable plastic film includes grocery, shopping, dry cleaning, bread bags, vegetable/fruit bags, milk bags (outer and rinsed inner bag), outer wrap from packaging and bubbled plastic packaging.

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

**By-law No. 2015-104**

**Being a by-law to enter into an agreement with Freightliner – North Bay for the supply and delivery of two (2) single axle sanders with under mount plow to the City of Temiskaming Shores**

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

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

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

**And whereas** Council considered Administrative Report No. PW-022-2015 at the May 5<sup>th</sup>, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Freightliner – North Bay for the supply and delivery of two (2) single axle sanders with under mount plow for consideration at the May 5<sup>th</sup>, 2015 Regular meeting of Council;

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

1. That Council authorizes the entering into an agreement with Freightliner – North Bay for the supply and delivery of two (2) single axle sanders with under mount plow in the amount of \$349,958.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 5<sup>th</sup> day of May, 2015.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2015-104**

Agreement between

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

and

**Freightliner – North Bay**

for the supply and delivery of two (2) single axle  
Sanders with under mount plow

**This agreement** made in duplicate this 5<sup>th</sup> day of May 2015.

Between:

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

and

**Freightliner – North Bay**  
(hereinafter called “the Vendor”)

Witnesseth:

That the Purchaser and Vendor shall undertake and agree as follows:

**Article I:**

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores  
Supply and Delivery of two (2) Single Axle Sanders  
Tender No. PW-RFT-001-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents, attached hereto as Appendix 01 and forming part of this by-law;
- c) Complete, as certified by the Engineer, all the work by **September 30<sup>th</sup>, 2015.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the supply and delivery aforesaid **Three Hundred and Eighty-Three Thousand Four Hundred and Fifty Dollars and Zero Cents (\$383,450.00) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.



**Article IV:**

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Vendor:

**Freightliner – North Bay**  
40 Commerce Crescent  
North Bay, Ontario  
P1A 0B4

The Owner:

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

The Director:

**The Director of Public Works - City of Temiskaming Shores**  
P.O. Box 2050 - 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

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

Signed and Sealed in )  
the presence of )

Vendor’s Seal )  
(if applicable) )

Municipal Seal )

**Freightliner – North Bay**

\_\_\_\_\_  
Vendor – Darin Roy

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2015-104**

Form of Agreement

### Vehicle Specifications

Description	Conform		If No, Indicated Alternative
	Yes	No	
<b>Make / Model / Year</b>			
Please state the Make/Model/Year of the cab and chassis offered: <u>2016 Freightliner 108SD</u>	✓		
Acceptable Manufacturers/models are: Kenworth T440 or equivalent.		—	Freightliner
Cab to be White in Color	✓		
The Cab and chassis shall have a full service franchised dealer located within the City of Temiskaming shores		—	Full parts/service/sales dealership located North Bay, ON
Alternates will be given consideration assuming they meet with the specification and operational requirements of the City of Temiskaming shores.	✓		
<b>The City reserves the right to request demonstrations to determine the suitability of a given chassis</b>	✓		
<b>Vehicle Weight and Regulatory Pre-qualifications</b>			
Description	Yes	No	If No, Alternative
G.V.W.R. (Gross Vehicle Weight Registered) as required by the mounting and safe operation of equipment specified and shall be a minimum of 43,000 lbs. Please state actual: <u>43,000 lbs</u>	✓		
Final stage manufacturer or Importer of record must be approved by Transport Canada and affix a National Safety Mark. Please specify Transport Canada registration number: <u># R13</u>	✓		NSM # R13 Gincor Industries

Initial DR

<p>Successful Proponent shall be a licensed retail motor vehicle dealer in good standing with the Ontario Motor Vehicle Industry Council. Please provide a copy of the license with the Proposal submission. Proposals from suppliers not meeting the requirements under the Motor Vehicles Dealers Act will be disqualified, specifically sections: 20/91, 693/91, 283/92, 201/94, 223/94, 207/00, 23/05, MVDA 1994 c. 27 s. 92, 1997 c. 19 s. 38, c. 35 s. 2, 1998 c. 18 sch. E, s. 184 - 186, 1999 c. 12 sch. G s. 29, 2001 c. 9 sch. D, s. 13, 14 2002 c. 30 sch. E s. 12, as well as any other applicable sections of the act. The Dealer's history and past performance will be used as part of the selection process. Please enclose copies of applicable licenses. Specify Dealer and Salespersons License Numbers.</p>	✓		<p>Freightliner North Bay Dealer Reg# 4416178 Salesperson: Darin Roy OMVIC # 5198924</p>
<p>From time to time, it may be necessary for the Successful Proponent to transport the vehicle either under its own power or by means of towing or floating. As such we require that the Proponent maintain a valid CVOR, Commercial Vehicle Operator Record in the province of Ontario. Proponents without a valid CVOR will be disqualified. Please specify CVOR #: <u>105811648</u></p>	✓		
<p>The Successful Proponent shall be a licensed motor vehicle inspection station for the class of vehicle being supplied. Please enclose a copy of the inspection station license with the Proposal.</p>	✓		
<p>All warranty and pre-delivery functions shall be performed by a licensed factory trained 310 Truck and Coach mechanic or a registered truck and coach mechanic.</p>	✓		
<p>The successful proponent shall offer emergency technical support seven (7) days a week, twenty-four (24) hours a day. Please specify the after-hour and contact numbers</p>	✓		<p>800-332-1136 Local = 705-476-0516</p>
<b>Engine</b>			
<b>Description</b>	<b>Yes</b>	<b>No</b>	<b>If No, Alternative</b>
<p>Wet sleeved Turbo diesel engine complete with electronic engine protection system and air to air intercooler.</p>	✓		

Initial DR

Minimum 9 litre engine category, wet sleeved Turbo diesel engine complete with electronic engine protection system and air to air intercooler; utilizing SCR emissions reduction technology (Selective Catalytic reduction) Engine shall carry a 2 year, 250,000 Mile warranty.	✓		Cummins ISL9
Engine shall provide a minimum of 350 H.P. at 1,800 RPM. State actual: <u>370 HP @ 2000 RPM</u>	✓		
1,150 ft. lbs. of torque at 1,100 RPM State actual: <u>1250 LB/FT @ 1400 RPM</u>	✓		
Engine must be wet sleeved and re-buildable	✓		
Full flow type oil filter, fuel and coolant filters equipped with drain cock	✓		
A minimum of a 160 amp. alternator with built in diode, rectifiers and shielded slip rings and brushes providing a minimum 50 amps at idle; Delco or Leece Neville	✓		
Three (3) heavy-duty 12-volt batteries shall be combined to deliver a minimum of 1950 C.C.A.	✓		
Engine must be equipped with a built in type governor.	✓		
Low oil pressure and high coolant temperature audio alarm or buzzer	✓		
Noise reduction package to be supplied with an in-cab rating of 79 decibels or less at operating speed. Shall incorporate fully upholstered cab interior and shall be the manufacturer's premium vocational trim incorporating storage compartments where possible.	✓		
Engine shall be equipped with a 110 volt 1000 watt block heater; immersion or in-line type. The block heater plug-in shall be a fixed type with a weatherproof self-closing cover located near the driver's door	✓		
Exhaust shall consist of a muffler (mounted horizontally or vertically, and a vertical stack angled at top) complete with a stainless steel heat shield, mounted on the right side of the cab.	✓		

Initial DR

Exhaust components mounted in visible areas shall be chrome plated or stainless steel.	✓		
<b>Cooling System</b>			
<b>Description</b>	<b>Yes</b>	<b>No</b>	<b>If No, Alternative</b>
To be equipped with a electric (not bimetallic) coolant Temperature Sensing clutch fan	✓		
All hoses carrying engine coolants must be the high quality long life type (Silicone or equivalent). Minus 40 degree permanent long life type antifreeze protection	✓		
Radiator shall be the manufacturers highest capacity for the specified engine/transmission combination application with partial radiator blockage	✓		
<b>Transmission</b>			
<b>Description</b>	<b>Yes</b>	<b>No</b>	<b>If No, Alternative</b>
Shall be an Allison 6 speed automated transmission.	✓		
Dash mounted push button controls	✓		
Synthetic transmission fluid.	✓		
<b>Front Axle</b>			
<b>Description</b>	<b>Yes</b>	<b>No</b>	<b>If No, Alternative</b>
Shall be a minimum of a 20,000 lb. front axle	✓		
Axle shall be equipped with minimum 20,000 lb. springs	✓		
Axle shall be equipped with heavy-duty, double acting front shock absorbers.	✓		
Full power steering through manufacturer's standard gearbox to be provided	✓		
Front hubs shall be oil lubricated	✓		
<b>Rear Axle</b>			
<b>Description</b>	<b>Yes</b>	<b>No</b>	<b>If No, Alternative</b>
Rear axle shall be a 23,000 lb. capacity as a minimum	✓		
The preferred axles are <u>Rockwell</u> , Spicer or other equivalent products.	✓		

Initial DR

Rear axle ratio: Proponent to state ratio and supply a Performance SCAN with Proposal to verify that driveline configuration will compliment engine and transmission in order to achieve a deep reduction low gear as well as maximum top speed as specified above, while maintaining proper fluid operating temperatures	✓		Included with appendix
The rear most axle is to be a full locking type with in dash control and indicator light.	✓		
Rear suspension to be a 2 bag air ride system with a minimum rated capacity of 23,000 lbs. Suspension shall be approved for a dump/snowplow application. Shall be equipped with a suspension pressure gauge and a dash mounted suspension dump valve.	✓		
Rear axle shall be single speed	✓		
<b>Cab</b>			
<b>Description</b>	<b>Yes</b>	<b>No</b>	<b>If No, Alternative</b>
Air suspended, all aluminum, conventional cab, set back axle, with forward tilting hood and removable inner fender skirts	✓		
Driver seat to be 4 way adjustable high back cloth Bostrum style or equivalent, air ride with dual arm rests	✓		
Shall be equipped with Transport Canada approved seat belts	✓		
Shall be equipped with dual sun visors and exterior sunvisor	✓		
Mirrors – Dual Heated "West Coast" style complete with auxiliary heated convex mirrors.	✓		
Exterior mounted grab handles to assist driver and passenger to enter and exit cab	✓		
Cab interior packages shall be manufacturer's premium vocational trim-minimal exposed sheet metal in cab.	✓		
Fresh air, heavy-duty heater and dual defrosters shall be supplied; c/w factory installed air conditioning. Manufacturer's maximum output capacity system to be supplied. State actual: <u>Denso Heavy Duty</u>	✓		

Initial DR

Full cab sound insulation package to be installed; all interior panels shall be upholstered. Overhead storage pockets with two way radio mounting location overhead (with power and ground studs) shall be provided	✓		
Driver and passenger side windows to be power operated	✓		
Radio – A.M./F.M. USB radio equipped with Bluetooth mobile phone hands free to be installed, with a minimum of four speakers	✓		Only two speakers factory installed.
Dual trumpet air horn mounted on roof	✓		
Electric horns	✓		
A/C unit in cab for driver comfort	✓		
2- Dual Dash mounted cigar lighter (power point for 12 Volt acc)	✓		
Dash shall be wing type wrap around with mounted gauge package to include but is not limited to: - Speedometer with kilometers as priority numbers - Odometer (Km.) - Tachometer - Hour meter - Coolant temperature gauge - Voltmeter - Engine oil pressure - Oil temperature gauge (automatic transmission) - Dual needle air pressure gauges - Suspension load pressure gauge for rear air ride.	✓		
Vehicle must be rust proofed and undercoated using the oil spray type procedure meeting MTO Specification # 0099-2E in its latest revision. Warranty certificate must be provided on delivery of vehicle. Approved products, Rustblock, Krown or equivalent.	✓		
A 2.5 lb. fire extinguisher shall be supplied and installed in cab	✓		
At the time of P.D.I., M.T.O inspection certificate and sticker shall be supplied	✓		
Vehicle shall meet or surpass the mandatory requirements of the "Canadian Motor Vehicle Safety Regulations" and bear a compliance label from the manufacturer or importer of record	✓		
A first aid kit shall be supplied and installed.	✓		
A warning triangle kit shall be supplied and installed as well as DOT approved road flares.	✓		

Initial DR



Frame			
Description	Yes	No	If No, Alternative
High tensile with C reinforcement	✓		
11/32 x 3 1/2 x 15 15/16 or similar, 110,000 PSI double channel suitable for GVW specified and a dump/snowplow severe service application	✓		
Section modulus shall be minimum 26.5	✓		
Shall be equipped with front and rear tow hooks	✓		
Brakes			
Description	Yes	No	If No, Alternative
Full ABS air brakes to be supplied with air and electric brake towing provisions.	✓		
Air compressor output - 18.2 C.F.M. minimum	✓		
Positive rear wheel spring-loaded parking brake	✓		
Low air pressure warning indicator shall be supplied	✓		
Automatic wet air tank drain c/w heater shall be supplied	✓		
Separate manual air drain valve accessible to operator to be supplied	✓		
Full air brakes, sealed "S" cam drum type complete with Anchor-lock brand spring brakes and anti-compounding valve on rear axles. State size and particulars, both axles	✓		16.5" x 6" front brakes 16.5" x 7" rear brakes
Extended service heavy duty type foundation components	✓		
To be equipped with a heated air dryer (Bendix AD-IS)	✓		
All brakes to be equipped with automatic slack adjusters;	✓		
Shall be equipped with Visual Stroke Indicators	✓		
Shall be equipped with brake dust shields on all wheels	✓		
Means shall be provided to release brakes with no air pressure in reservoir (caging bolts).	✓		
Electronic 4 channel ABS	✓		
Wheels and Tires			
Description	Yes	No	If No, Alternative

Initial DR

Front tires: Two (2) – 425/65 R 22.5, 20 ply, steel belted radials; Michelin XZY3, Bridgestone M 844, or Goodyear G286 or equivalent	✓		
Front wheels: Two (2), hub piloted aluminum disc type able to sustain load capacity specified	✓		
Rear tires: four (4) – 11 R 22.5, steel belted radials; - Michelin XDN2, Bridgestone M 711, Goodyear G362 or equivalent	✓		
Rear wheels: four (4) hub piloted heavy duty, two hand holed, steel disc, able to sustain load capacity specified (minimum thickness .472")	✓		
<b>Fuel Tank</b>			
<b>Description</b>	<b>Yes</b>	<b>No</b>	<b>If No, Alternative</b>
Dual 50 U.S. gallon or single 100 gal. aluminum step tanks; under cab (right and left) mounted	✓		
Dash mount gauge to be supplied	✓		
<b>Electrical</b>			
<b>Description</b>	<b>Yes</b>	<b>No</b>	<b>If No, Alternative</b>
All lamps and reflectors supplied must meet MTO standards for commercial vehicles, CMVSS	✓		
All lamps to be weather/vapor proof, shock free type. LED wherever possible.	✓		
Tail/Stop and clearance lights to be LED type (Trucklite, Grote or Federal Signal)	✓		
All wiring shall be coded and connections shall be soldered requiring no exposed wires or terminals	✓		
All circuits shall be protected by circuit breakers	✓		
All relays and circuit breakers shall be housed in a plastic waterproof sealed terminal box	✓		
The entire electrical system shall be vapor sealed to eliminate moisture damage to NEMA 4 standards			
<ul style="list-style-type: none"> <li>- Dual factory installed amber LED strobes shall be mounted on stainless steel brackets on the cab roof.</li> <li>- Switches and indicator light to be mounted in cab.</li> <li>- Six oval recessed LED type strobes shall be supplied, 2 in front bumper, 2 in rear light cluster and one on each side of the unit at midpoint; Federal Signal, Grote etc.</li> </ul>	✓		
Back up alarm to be supplied and installed. (97 DBA)	✓		

Initial DR

Hydraulic pump shall be a transmission mounted engine crank driven gear pump and necessary valves to operate salt spreader, dump box and underbody plow.	✓		
Dump Body			
Description	Yes	No	If No, Alternative
Overall length built in accordance with sand spreader manufacturers dimensional requirements with air operated tarper. Shall also be equipped with a hoist up warning light. (high intensity LED)	✓		
Smooth sided design with reinforcements designed to shed material.	✓		
Dual acting tailgate air operated with 1 asphalt chute.	✓		
The dump body shall be constructed of high tensile steel suitable for severe duty service including chunk concrete, asphalt, rock, demolition debris and soils.	✓		
Shall be equipped with LED stop, turn and tail signals mounted in rear post of body along with reverse lights in addition to the lights supplied by the chassis OEM which shall be retained.	✓		
All seams to be continuous weld	✓		
The dump body shall be mounted in a 3 point system to allow flexing	✓		
Shall be equipped with a telescopic or underbody hoist as applicable. Please state details.	✓		Mailhot Model CS94-5-3 Front lift telescopic hoist
Shall be equipped with a non-air operated pintle hitch rated for 40 tons and a 2" receiver hitch mounted in pintle plate. 7 pole RV style light plug with corresponding electric brake controller mounted in cab. Trailer air provisions and standard ABS tractor/trailer style light plug shall be provided as well.	✓		
Rear axle shall be equipped with an ONSPOT air deploy tire chain system which is data linked through the J1939 protocol to automatically retract the tire chains over 40 KM/H.	✓		
Shall include a safety bar which can be operated from ground level to support the raised body	✓		
Under Body Plow			
Description	Yes	No	If No, Alternative

Initial DR

The fixed underbody salt plow will have a clearing path of 9'-3" with a 30 degree attack angle to road surface or similar	✓		
Underbody plow moldboard to be attached to left and right side brackets bolted to the side of the chassis frame rails. The brackets must include two 3 3/4" x 5/8" height adjustable plow mounting tubes.	✓		
Adjustable tubes are required to ensure proper mounting height of underbody plow.	✓		
The main plow mounting beam, for which the 32 tynes are attached, must be 4" x 3" mounting pins or similar.	✓		
The moldboard must consist of 32 individually acting carbide tipped spring tynes. Individual tynes must have a maximum width of 3.5"	✓		
Tynes must be utilized to permit the underbody plow to easily follow the contours of the road surface. Full width steel moldboards are not acceptable.	✓		
Load-share air bag system shall be used to lower the underbody plow into the working position. In-cab air control shall be provided.	✓		
Down pressure will be achieved via the Air bag with mechanical spring mechanism.	✓		
An in-cab air regulator shall be provided to allow the operator to easily adjust the amount of down pressure on underbody plow.	✓		
Two(2) mechanical extension type springs to be installed on either side of air bag. The purpose of these springs is to return the underbody plow to the travel position upon activation of in-cab control.	✓		
The springs shall be 19" long x 2 3/8" diameter with 3/8" wire or similar.	✓		
Two (2) safety features to be provided with underbody plow: 1) Plow to automatically raise, upon encountering a major road obstruction. Plow will then automatically return to the down working position with the air down pressure resumed at pre-determined setting. 2) Electric over-ride of pneumatic control must be provided as a safety device to prevent truck from operating in reverse while underbody plow is in down position.	✓ ✓ ✓		

Initial DR

Miscellaneous			
Description	Yes	No	If No, Alternative
Line setting ticket and /or vehicle specifications sheet shall be supplied indicating component size capacities, lubrication and electrical specifications etc. for regional records in order to facilitate future repairs	✓		
Hydraulic and electrical schematics shall be supplied	✓		
A complete set of parts and shop manuals to be supplied for each component or a lifetime electronic subscription to online manuals for all components.	✓		
Combination Dump Body/Spreader			
Description	Yes	No	If No, Alternative
Spreaders to be new, current model. This spreader must apply: <i>Viking PL1112 HW Gen II</i>	✓		
• Dry material	✓		
Product brochure to be submitted with bid.	✓		
Spreader, control system to be supplied from a single, ISO certified manufacturer. All functions to be run test before leaving the factory and a copy of the run test to be provided.	✓		
Dry material hopper capacity to be a minimum of 6 yards.	✓		
State unladen tare weight of spreader. <i>6650 lbs</i>	✓		
State dimensions of spreader. <i>11' length/45" sides</i>	✓		
Box to be U-body style.	✓		
Box to be all steel construction(hardox 450 hi tensile steel or equivalent). All material surfaces to be shot blasted and shall have primer coats and top coats of manufacturers black polyurethane paint baked on for durability.	✓		
All hydraulic controls, including drive motors and valving and all electronic controls are to be housed in a sealed compartment at rear of the cab. Plastic enclosures are not acceptable.	✓		
Side mounted access ladders with hand holds and safety grip steps to provide access to rear compartment.	✓		
PTO, driven transmission mounted.	✓		
2 section proportional air valves with in-cab controls	✓		
30 gallon side mount oil reservoir	✓		

Initial *DR*

Low hydraulic oil level in-cab light and buzzer	✓		
Controller (Force America SSC2100 or equivalent) to allow on-the-go operator adjustment of: <ul style="list-style-type: none"> <li>• Spreading width</li> <li>• Spreading quantity</li> <li>• Maximum ('blast')</li> </ul>	✓		
All electrical functions to be through a single, 6 conductor, multiplex wiring harness. Control system must be capable of full manual override to allow spreading in the event of an electrical failure.	✓		
Warranty to be 100% parts and labour against defects in materials and workmanship with the following minimum coverage: <ul style="list-style-type: none"> <li>• 1 year full FOB customer yard</li> <li>• 2 years on all electrical components FOB nearest Dealer</li> </ul>	✓		
Two parts and Operator manuals to be provided.	✓		
Operator training to be included.	✓		
Units to be supplied with suitable components to comply with this specification in all respects. This specification lists only the major details and it is the Vendor's responsibility to deliver complete and operable units.	✓		
Units must not be prototypes and must have been in use with other municipalities for a minimum of one year. A minimum of 5 references to be provided on request.	✓		
Vendor must maintain a parts inventory and be able to provide prompt 24/7 service during the winter operating season. Prior to the tender award the Corporation reserves the right to visit potential vendor's facilities. Factory must provide a written 15 year parts availability guarantee.	✓		

Initial DR

**City of Temiskaming Shores**  
**PW-RFT-001-2015**  
Supply and Delivery of new Sanders

PW-RFT-001-2015

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We'll, Freightliner North Bay  
(Registered Company Name/Individuals Name)

of, 40 Commerce Crescent, North Bay ON, P1A 0B4  
(Registered Address and Postal Code)

Business:

Phone Number (705) - 476 - 0516

Fax Number (705) - 476 - 9410

Email sales@freightlinernb.com

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

Price per unit (less HST)	\$ <u>174979.00</u>
Sub Total for both Sanders	\$ <u>349958.00</u>
Grand Total with HST	\$ <u>395452.54</u>

## Proposal Evaluation Criteria

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

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

City Proposal Evaluation Criteria			Maximum Total Points
	Weight	Points	
<b>Qualifications, Expertise and Performance on Similar Projects</b>			
Past ability to complete projects within timelines and budgets	6	10	60
Stability and reputation of firm	4	10	40
Qualifications of technical support staff	5	10	50
Qualifications of senior staff / project manager	5	10	50
<b>20%</b>			
<b>Proposed Project Manager and Team</b>			
Past experience in directing / involvement with similar projects	5	10	50
Specialized field or expertise	5	10	50
Understanding of proposed project	5	10	50
<b>15%</b>			
<b>Completeness and Schedule</b>			
Availability of key staff	5	10	50
Demonstrated cost control / monitoring program	5	10	50
Methodology and Schedule	5	10	50
Quality assurance program	5	10	50
Demonstrated how the firm will assist the City on achieving efficiency.	5	10	50
Consideration will also be given to the amount of City resources that the consultant will use during the project			
<b>25%</b>			
<b>Knowledge of City Regarding the Project</b>			
Members of the team must be familiar with the City's infrastructure, and have a working knowledge of the area surveying environment	10	10	100
<b>10%</b>			
<b>Estimated Fees and Disbursements</b>			
Cost estimates are evaluated for completeness and lowest is scored 10 points, next 8 points, etc. If more than 5 proposals, then only 5 lowest Bids are to receive points, and the remaining higher Bids will be given 0.25 points. Prices within a small differential will be scored as equal.	30	10	300
<b>30%</b>			



**City of Temiskaming Shores**  
**PW-RFT-001-2015**  
Supply and Delivery of new Sanders

**Non Collusion Affidavit**

I/ We Freightliner North Bay 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

 Darin Roy

Company Name

Freightliner North Bay

Title

Sales Manager

**City of Temiskaming Shores**  
**PW-RFT-001-2015**  
Supply and Delivery of new Sanders

**Conflict of Interest Declaration**

Please check appropriate response:

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

List Situations:

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

Dated at North Bay, ON this 27 day of April, 2015.

FIRM NAME: Freightliner North Bay

BIDDER'S AUTHORIZED OFFICIAL: Darin Roy

TITLE: Sales Manager

SIGNATURE: 

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2015-061**

**Being a by-law to amend By-law No. 2013-183, being  
a by-law to regulate Fences and to Repeal By-law  
No. 2007-168 and all Amendments made thereto**

**Whereas** Section 10(2) 10 of the Municipal Act S.O. 2001, c.25, authorizes Council to pass by-laws respecting structures, including fences and signs;

**And whereas** Section 10(2) 6 of the Municipal Act S.O. 2001, c.25, authorizes Council to pass by-laws respecting the health, safety and well-being of persons;

**And whereas** Section 427(1) of the Municipal Act, 2001 provides that a municipality may proceed to do things at a person's expense, which that person is otherwise required to do under a by-law or otherwise has failed to do;

**And whereas** adopted By-law No. 2013-183 being a by-law to regulate Fences and to Repeal By-law No. 168 and all amendments made thereto on February 18, 2014;

**And whereas** Council considered Memo 006-2015-CGP at the March 17, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2013-183, as amended to incorporate Short Form Wording and Set Fines for consideration of first and second reading at the March 17, 2015 Regular Council meeting and directed staff to undertake a public consultation process prior to submitting for 3<sup>rd</sup> and final reading;

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

1. That By-law No. 2013-183, as amended be further amended by adding Appendix 6 – Set Fines, a copy identified as Schedule “A” hereto attached and forming part of this by-law.
2. That this by-law shall come into force and take effect on the date of its final passing.
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 this by-law and schedule as may be deemed necessary after passage of this by-law.

**Read a first and second time** this 17<sup>th</sup> day of March, 2015.

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

**Read a third time and finally passed** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

**Appendix 6**  
**By-law No. 2013-183**  
**Being a by-law to Regulate Fences**

**Part 1 – Provincial Offences Act**  
**Set Fines**

	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
<u>Item No.</u>	<u>Short Form Wording</u>	<u>Provision Creating or Defining Offence</u>	<u>Set Fine</u>
1.	Construct a swimming pool without a valid swimming pool fence permit.	Sch. A Sec. 5.9.2	\$300.00
2.	Place water in a swimming pool without a swimming pool fence.	Sch. A Sec. 5.9.3	\$300.00
3.	Construct a swimming pool without enclosing the area with a temporary swimming pool fence.	Sch. A Sec. 5.9.4	\$300.00

**Note:** the penalty provision for the offences listed above is Section 9.12 of By-law No. 2013-183, a certified copy of which has been filed.

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

**By-law No. 2015-105**

**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 May 5, 2015**

**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 Regular meeting held on **May 5, 2015** with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

**Read a first, second and third time and finally passed** this 5<sup>th</sup>, day of May, 2015.

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Mayor – Carman Kidd

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Clerk – David B. Treen