

#### The Corporation of the City of Temiskaming Shores Committee of the Whole Tuesday, March 4, 2025 – 3:00 p.m. City Hall – Council Chambers – 325 Farr Drive

#### <u>Agenda</u>

- 1. Land Acknowledgement
- 2. Call to Order
- 3. <u>Roll Call</u>
- 4. Review of Revisions or Deletions to the Agenda

#### 5. Approval of the Agenda

Draft Resolution Moved by: Councillor Seconded by: Councillor

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

#### 6. Disclosure of Pecuniary Interest and General Nature

#### 7. Public Meetings/ Presentations / Delegations

a) Allison Morrow, Resident

Re: Mayors Monarch Pledge

#### 8. Public Works

#### a) <u>Delegations/Communications</u>

1. Matt Keliher, General Manager, Solid Waste Management Services Division

**Re**: Request for Expression of Interest #2025-01, to seek interest from municipalities in Ontario to provide residual waste services for the City of Toronto

Reference: Referred to Manager of Environmental Services for Response

<u>Draft Resolution</u> Moved by: Councillor Seconded by: Councillor

Be it resolved that the Council for the City of Temiskaming Shores agrees to deal with Communication Item No. a.1), in accordance with the agenda reference.

#### b) Administrative Reports

#### 1. Memo No. 007-2025-PW – Environmental Services Operations Update

<u>Draft Resolution</u> Moved by: Councillor Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 007-2025-PW, regarding the Environmental Services Operations update for information purposes.

#### 2. Administrative Report No. PW-006-2025 – Tender Award – Asphalt Markings & Symbol Paint Services

<u>Draft Resolution</u> Moved by: Councillor Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-006-2025; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Grass King Inc., for asphalt marking and symbol painting services, in the amount of \$ 32,065.00 plus any additions as outlined within the agreement, subject to applicable taxes, for consideration at the March 18, 2025 Regular Council meeting.

#### 3. Administrative Report No. PW-007-2025 - Tender Award - Granular 'M'

<u>Draft Resolution</u> Moved by: Councillor Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-007-2025; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Alvin Caldwell Sand and Gravel Ltd., for the supply and stockpile/delivery of Granular 'M' (estimated at 12,000 tonnes), in the amount of \$9.50 per ton stockpiled; \$14.95 per ton delivered to Haileybury Yard,; and \$16.00 per ton delivered to New Liskeard yard, for a total of \$149,850.00, plus applicable taxes, for consideration at the March 18, 2025, Regular Council meeting.

#### 4. Administrative Report No. PW-008-2025 – Housing-Enabling Core Servicing Fund (HECSF)

<u>Draft Resolution</u> Moved by: Councillor Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-008-2025;

That Council hereby delegates authority to the Mayor and Municipal Clerk to enter into a Transfer Payment Agreement with the Province for the Rehabilitation of Dawson Point Road and Peter's Road under the Housing-Enabling Core Servicing Fund (HECSF), with a maximum provincial contribution of \$2,187,500.00 (50% of the total project cost of \$4,375,000.00); and

That Council directs staff to prepare the necessary by-law to confirm the Transfer Payment Agreement under the HECSF with the Province of Ontario, at a future Regular Council meeting.

#### 5. Administrative Report No. PW-009-2025 – Colette Street Rehabilitation Project

<u>Draft Resolution</u> Moved by: Councillor Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-009-2025;

That Council supports the deferral of the proposed Colette Street Rehabilitation Project until a future fiscal year; and

That Council approves the reallocation of the Federal Gas Tax and OCIF allocations within the 2025 Budget, to the Rehabilitation of Dawson Point Road and Peter's Road Project, as part of the Housing Enabling Core Servicing Fund, in the amount of \$226,375.00.

#### 6. Administrative Report No. PW-010-2025 – 2024 Annual Water Reports

<u>Draft Resolution</u> Moved by: Councillor Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-010-2025, regarding the 2024 Annual Reports for the water systems within the municipality, in accordance with Schedule 22 of O. Reg. 170/03 being a regulation under the Safe Drinking Water Act; and

That Council hereby directs staff to notify the public of the availability of the 2024 Annual Reports, upon request, and to post the reports on the municipal website.

#### 7. Administrative Report No. PW-011-2025 – New Liskeard Lagoon Aeration/Capacity – Federal Government Funding Application

<u>Draft Resolution</u> Moved by: Councillor Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-011-2025; and

That Council hereby supports the submission of a funding application to the Canada Housing Infrastructure Fund, for the New Liskeard Lagoon Aeration/Capacity Project, with a project cost of \$ 5,880,600.00.

#### c) New Business

None

#### 9. <u>Recreation Services</u>

#### a) <u>Delegations/Communications</u>

None

#### b) Administrative Reports

#### 1. Memo No. 005-2025-RS – All Age Friendly Committee Member Appointment

<u>Draft Resolution</u> Moved by: Councillor Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 005-2025-RS; and

That Council directs staff to prepare the necessary by-law to amend By-Law No. 2022-185, as amended, to appoint Yvonne Walford, Karli Hawken and Darlene Kant as Community Representatives on the All Age Friendly Committee, for consideration at the March 18, 2025 Regular Council meeting.

#### 2. Memo No. 006-2025-RS – Federation of Canadian Municipalities (FCM) – Green Municipal Fund Grant Agreement

<u>Draft Resolution</u> Moved by: Councillor Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 006-2025-RS;

That Council hereby delegates authority to the Mayor and Municipal Clerk to enter into the Green Municipal Fund Grant Agreement with the Federation of Canadian Municipalities, for the development of a fleet decarbonization plan estimated at \$66,000 (73% funded by FCM); and

That Council directs staff to prepare the necessary by-law to confirm the Green Municipal Fund Grant Agreement with FCM, at the March 18, 2025 Regular Council meeting.

#### 3. Memo No. 007-2025-RS – Frogs Breath Foundation - Grant Application for Fitness Equipment at the Waterfront Pool and Fitness Centre

<u>Draft Resolution</u> Moved by: Councillor Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 007-2025-RS; and

That Council directs staff to prepare and submit an application to the Frog's Breath Foundation in the amount of \$25,000, to support the purchase and installation of fitness equipment at the Waterfront Pool and Fitness Centre.

#### 4. Memo No. 008-2025-RS – Recreation Operations Update – March 2025

<u>Draft Resolution</u> Moved by: Councillor Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 008-2025-RS, regarding the Recreation Operations Update for the Month of March 2025, for information purposes.

#### 5. Administrative Report No. RS-005-2025 – Green Municipal Fleet Study RFP Award

<u>Draft Resolution</u> Moved by: Councillor Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-005-2025; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with WSP Canada Inc. for the provision of a Green Municipal Fleet Study, in the amount of \$59,718.00 plus appliable taxes, for consideration at the March 18, 2025, Regular Council meeting.

#### c) New Business

None

#### 10. Fire Services

#### a) <u>Delegations/Communications</u>

None

#### b) Administrative Reports

#### 1. Fire Activity Report – March 2025

<u>Draft Resolution</u> Moved by: Councillor Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of the Fire Activity Report, for the period from January 30, 2025 to February 26, 2025, for information purposes.

#### 2. Memo No. 002-2025-PPP - 2024 Fire Department Annual Report

<u>Draft Resolution</u> Moved by: Councillor Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 002-2025-PPP, regarding the 2024 Fire Department Annual Report for information purposes.

#### c) New Business

None

#### 11. Corporate Services

#### a) <u>Delegations/Communications</u>

None

#### b) Administrative Reports

1. Memo No. 002-2025-CS – Economic Development Update: January to mid-February 2025

<u>Draft Resolution</u> Moved by: Councillor Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 002-2025-CS, regarding the Economic Development Update for the period from January 1, 2025 to February 20, 2025, for information purposes.

#### 2. Memo No. 003-2025-CS – 2024 Treasurer's Statement of Remuneration

<u>Draft Resolution</u> Moved by: Councillor Seconded by: Councillor

Whereas Section 284 (1) of the Municipal Act, 2001 states that the Treasurer of a municipality shall in each year, on or before March 31, provide to the Council of the municipality an itemized statement of remuneration and expenses paid in the previous year to each member of Council and to each person, other than a member of Council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body.

Be it resolved that Council acknowledges receipt of Memo No. 003-2025-CS; and the 2024 Statement of Remuneration and Expenses as submitted by the Treasurer; and

That a copy of this statement be posted on the City's website and advertised in the City Bulletin.

#### 3. Administrative Report No. CS-005-2025 – Temiskaming Shores Development Corporation Operating Agreement

<u>Draft Resolution</u> Moved by: Councillor Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-005-2025; and

That Council directs staff to prepare the necessary by-law to enter into an operating agreement with the Temiskaming Shores Development Corporation for a five (5) year term, for consideration at the March 18, 2025 Regular Meeting of Council.

#### 4. Administrative Report No. CS-006-2025 – Printed Media Distribution Bylaw

<u>Draft Resolution</u> Moved by: Councillor Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-006-2025; and

That Council directs staff to prepare the necessary By-law to regulate the distribution of printed media within the City of Temiskaming Shores, for consideration at the March 18, 2025 Regular Council Meeting.

#### 5. Administrative Report No. CS-007-2025 – Municipal Transient Accommodation Tax Financial Accountability and Services Agreement

<u>Draft Resolution</u> Moved by: Councillor Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-007-2025; and

That Council declares the Temiskaming Shores Development Corporation an Eligible Tourism Entity in accordance with Ontario Regulation 435/17; and

That Council directs staff to prepare the necessary by-law to enter into a Municipal Transient Accommodation Tax Financial Accountability and

Services Agreement with the Temiskaming Shores Development Corporation, for consideration at the March 18, 2025 Regular Council Meeting.

#### 6. Administrative Report No. CS-008-2025 – Canada Day Fireworks Contract 2025 - 2027

<u>Draft Resolution</u> Moved by: Councillor Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-008-2025; and

That Council directs staff to prepare the necessary By-law to enter into a three year agreement with Capital Pyrotechnics, for the provision of Canada Day event fireworks display services, in the amount of \$19,000 for 2025 and 2026, and \$20,000 for 2027, for consideration at the March 18, 2025 Regular Council meeting.

#### 7. Administrative Report No. CS-010-2025 – Mount Pleasant Cemetery Embankment Remediation RFT Award

<u>Draft Resolution</u> Moved by: Councillor Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-010-2025; and

That Council hereby delegates authority to the Mayor and Municipal Clerk to enter into an agreement with Pedersen Construction (2013) Inc. for the Mount Pleasant Cemetery Embankment Remediation Project, in the amount of \$89,000 plus applicable taxes, to be confirmed by By-law at the at the March 18, 2025, Regular Council meeting.

#### c) <u>New Business</u>

None

#### 12. Schedule of Council Meetings

- a) Regular Council Meeting March 18, 2025 starting at 6:00 p.m.
- b) Committee of the Whole April 1, 2025 starting at 3:00 p.m.

#### 13. Closed Session

None

#### 14. Adjournment

Draft Resolution Moved by: Councillor Seconded by: Councillor

Be it resolved that Council hereby adjourns its meeting at \_\_\_\_\_ p.m.

## MAYORS MONARCH PLEDGE

**Presented By:** 

Allison Morrow

Photo: https://southwakeconservationists.org/2022/03/29/home-run-for-monarchs-in-wake-county/

What is the Mayor's Monarch Pledge?

Photo: ht

# Why Council Should Pledge

#### Community

- Creates new opportunities for local gardening and artist groups.

#### Tourism

- Supports beautification and benefits local ecotourism.

#### Sustainability

- Creates pollinator habitat to aid agriculture and educate youth.

## How To Pledge

- 1. Read the Mayor's Monarch Pledge proclamation and review the list of action items that mayors complete in order to participate.
- 2. Take the pledge online on the National Wildlife Federation website between Dec. 1<sup>st</sup> and March 31<sup>st</sup> any year.
- 3. Commit to at least 3 action items and initiate them throughout the year.
- 4. Track progress and report back to the NWF by December 1<sup>st</sup>.



# What are the Actions?

#### **Communications & Convening**

- Community engagement
- Planning & Conservation
  - Creating awareness



#### **Program & Demonstration Gardens\***

- Community collaboration & initiatives
  - Habitat creation
  - Outdoor Education

#### Systems Change

- By-law changes
- City Plans integration
  - Ordinances



\* - 1 Required

https://www.bavarianinn.com/butterfly-murals-on-covered-bridge-shop

### Reccomended Actions

#### #9 – Community Art Project

- Promote Monarch & Pollinator Conservation
- Easy to implement into existing programs (ex. Art in the Park)

#### #18 – Citizen Science

- Initiate/support community science efforts.
- Monitor Monarch migration.
- Educate the community

#### #12 – Demonstration Garden

- Significant location (ex. City Hall, Claybelt Museum, Pool Fitness Centre)
- Pollinator & native plants.

#### #19 – Milkweed in Local Gardens

- Replace expensive annuals with hardy perennials.
- Less maintenance and varieties that don't spread.





#### National Wildlife Federation

- Newsletters, webinars, and online resources.

#### Monarch Teacher Network of Canada

- Various reports, websites, and citizen science programs.

#### David Suzuki Foundation

- Websites and garden resources found in the *ButterflyWay* Program.





#### Mayors' Monarch Pledge

The monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans.

We, the undersigned mayors and heads of local or tribal government, are deeply concerned about the decline of the monarch butterfly population. Both the western and eastern monarch populations have experienced significant declines. Less than one percent of the western monarch population remains, while the eastern population has fallen by as much as ninety percent. Monarch scientists attribute the population decline to degradation and loss of summer breeding habitat in the U.S., and loss of winter habitat in south-central Mexico and coastal California.

Cities, towns, and counties have a critical role to play to help save the monarch butterfly. Municipalities can provide habitat at public parks, median strips, community gardens, and municipal buildings like recreation centers and libraries. Events such as community workshops, native plant giveaways and monarch festivals can educate residents about the cultural significance of monarchs and how to create habitat. Simple changes in landscaping ordinances or other policies can make a big difference for the monarch, too.

We recognize the importance of creating monarch and pollinator habitat at parks, gardens, and other green spaces, that every member of our community can equally enjoy. Our work to help save the monarch butterfly will intentionally engage all parts of our community, ensuring that historically marginalized communities are not left out of the work or the many benefits this work will create.

When mayors speak up and take a stand, our communities notice. Therefore, we hereby commit to help restore habitat for the monarch and encourage our residents to do the same, so that these magnificent butterflies will once again flourish across the continent.

Sign the pledge at <u>www.nwf.org/mayorsmonarchpledge</u>



#### **Action Items**

#### Communications and Convening:

Action #	Action
	Issue a proclamation to raise awareness about the decline of the monarch butterfly and the species' n proclamation must incorporate a focus on monarch conservation.
1	Example activities:
	<ul> <li>Issue a Monarch Day Pledge</li> <li>Incorporate monarchs into your Earth Day, Pollinator Week or other proclamation</li> </ul>
2	Launch or maintain a public communication effort to encourage residents to plant monarch gardens a neighborhoods. (If you have community members who speak a language other than English, we encou that language; Champion Pledges must communicate in that language.)
3	Engage* with community garden groups and urge them to plant native milkweeds and nectar-producin
4	Engage* with city parks and recreation, public works, sustainability, and other relevant staff to identify maintain mowing programs and milkweed / native nectar plant planting programs.

need for habitat. This

at their homes or in their urage you to also communicate in

ing plants.

ify opportunities to revise and

Action #	Action
	Engage* with gardening leaders and partners (e.g., Master Naturalists, Master Gardeners, Nature Cente Chapters, other long-standing and influential community leaders) to support monarch butterfly conse
5	Example Activities:
	<ul> <li>Develop community gardens with local gardening leaders</li> <li>Host programming and other activities with Nature Centers</li> <li>Coordinate and collaborate with local gardening groups at schools, colleges, and universities</li> </ul>
6	Engage* with Homeowners Associations (HOAs), Community Associations or neighborhood organizatio plant monarch gardens and revise maintenance and mowing programs.
7	Engage* with developers, planners, landscape architects, and other community leaders and organizers identify opportunities to create monarch habitat.
	Create a community-driven educational conservation strategy, initiative, or practice that focuses on an residents.
8	<ul> <li>Example Activities:</li> <li>Conduct outreach and support habitat / green space improvements in underserved communities.</li> <li>Develop brochures in different languages</li> </ul>

ters, Native Plant Society ervation.

ons to identify opportunities to

rs engaged in planning process to

and benefits local, underserved

s.

Action #	Action
	Create a community art project to enhance and promote monarch and pollinator conservation as well recognition.
9	<ul> <li>Example Activities:</li> <li>Host photo contests</li> <li>Commission murals</li> <li>Create and show films and documentaries</li> <li>Support public art installations</li> <li>Collaborate with local artists, including school, college, and university art departments to create</li> </ul>

\*Engage includes: in-person meetings, conferences and summits, trainings, or regular communication through email, phone, social media, etc.

#### Program and Demonstration Gardens:

Action #	Action
10	Host or support a native seed or plant sale, giveaway or swap.
11	Facilitate or support a milkweed seed collection and propagation effort.
12	Plant or maintain a monarch and pollinator-friendly demonstration garden at City Hall or another pro community location.

ll as cultural awareness and

e community-wide art

rominent or culturally significant

Action #	Action
13	Convert vacant lots to monarch habitat.
14	Plant milkweed and pollinator-friendly native nectar plants along roadsides, medians, or public rights
45	Launch or maintain an outdoor education program(s) (e.g., at schools, after-school programs, commu builds awareness and creates habitat by engaging students, educators, and the community in planting pollinator-friendly native nectar plants (i.e., National Wildlife Federation's Schoolyard Habitats® prog curriculum).
15	Example Activities:
	Eco-Schools U.S.
	<u>Schoolyard Habitats® Program</u>
	<ul> <li><u>PK-12 Monarch Mission Curriculum</u> (English and Spanish)</li> </ul>
	Earn or maintain recognition for being a wildlife-friendly city by participating in other wildlife and hat National Wildlife Federation's Community Wildlife Habitat program).
16	
	Example Activities:
	<ul> <li>Join the <u>Community Wildlife Habitat</u></li> </ul>

#### ts-of-way.

unity centers and groups) that ng native milkweed and ogram and Monarch Mission

abitat conservation efforts (i.e.,

Action #	Action
	Host or support a monarch neighborhood challenge to engage neighborhoods and homeowners' associate increase awareness, support community unity around a common mission, and/or create habitat for th
17	Example Activities:
	<ul> <li>Host photo challenges</li> <li>Create property certification challenges</li> <li>Collaborate with schools, universities, and colleges to host joint awareness and habitat creation of</li> </ul>
	Initiate or support community science (or citizen science) efforts that help monitor monarch migration
18	Example Activities:
	<ul> <li>NWF's Monarch Stewards Program Certification</li> <li>Engage with local colleges and universities science departments to host community-wide opporte</li> <li>Monarch Migration Tracking (<u>Journey North</u>)</li> </ul>
19	Add or maintain native milkweed and nectar-producing plants in gardens in the community.

## sociations within the community to the monarch butterfly.

challenges

on and health.

rtunities

Action #	Action
	Launch, expand, or continue an invasive species removal program that will support the re-establishme monarch butterflies and other pollinators.
20	Example Activities:
	<ul> <li>Partner with volunteers and/or stakeholder organizations to remove herbaceous and woody inva other natural areas.</li> </ul>
	<ul> <li>Host educational events to teach community members about invasive plant identification and ho from their personal properties.</li> </ul>
	• Create a distributable list of invasive species to your ecoregion to share with stakeholders and co
21	Host or support a monarch butterfly festival that is accessible to all residents in the community and p conservation, as well as cultural awareness and recognition.
	Display educational signage at monarch gardens and pollinator habitat.
22	Example Activities:
	<ul> <li><u>Neighborhood Garden Signs (Victory Garden of Tomorrow)</u></li> <li>Create plant labels or interpretive language for community gardens, parks, prairie habitat, rights-</li> </ul>

#### Systems Change:

Action #	Action
23	Remove milkweed from the list of noxious plants in city weed / landscaping ordinances (if applicable)

#### ment of native habitat for

asive plants from city parks and

now to safely remove invasives

community members.

promotes monarch and pollinator

s-of-way, etc.

e).

Action #	Action
24	Change weed or mowing ordinances to allow for native prairie and plant habitats.
25	Increase the percentage of native plants, shrubs and trees that must be used in city landscaping ordi milkweed, where appropriate.
	Launch, expand, or continue an effort to change municipal planting ordinances and practices to inclunative nectar producing plants at city properties.
26	Example Activities:
	<ul> <li>Pass an ordinance to incorporate the planting and cultivation of native milkweed, where feasible portfolio to increase native biodiversity in public landscapes.</li> <li><u>Check out the NWF Lanscaping Guide with Example Ordinances!</u></li> </ul>
27	Integrate monarch butterfly conservation into the city's Park Master Plan, Sustainability Plan, Climate plans.
	Reduce or eliminate the use of herbicides, pesticides, or other chemicals that are harmful to monarcl wildlife.
28	Example Activities:
20	<ul> <li>Work with local school districts to eliminate or minimize the use of pesticides, herbicides, and in</li> <li>Adopt Integrated Pest Management (IPM) practices</li> </ul>
	<ul> <li>Adopt "chemical-free" landscape practices at city-maintained parks, municipal buildings, and/o properties.</li> </ul>
29	Launch, expand, or continue one or more ordinances to reduce light pollution to benefit urban wildling

dinances and encourage use of

lude more native milkweed and

ole, into the city's landscape

te Resiliency Plan or other city

chs and pollinators and urban

insecticides on school properties

or other city-maintained

life.

Action #	Action
	Example Activities:
	<ul> <li>Introduce ordinances that require fully shielded outdoor light fixtures that have low color temper downwards in city-maintained spaces.</li> <li>Change city ordinances to require that building owners and managers reduce and/or turn off exemption (Spring/Fall).</li> </ul>
30	California Specific: Pass a resolution to protect over-wintering monarch butterfly habitat on public or

#### perature and direct light

excess lighting during periods of

or private lands.



Matt Keliher General Manager Solid Waste Management Services Division City Hall, 25th Floor, East Tower 100 Queen Street West Toronto, Ontario M5H 2N2 Atif Durrani Project Director Planning Policy and Outreach Residual Waste Management

#### February 20, 2025 NOTICE TO POTENTIAL RESPONDENTS

#### **REQUEST FOR EXPRESSION OF INTEREST #2025-01**

#### To Seek Interest from Municipalities in Ontario to Provide Residual Waste Services for the City of Toronto

Please review the attached document and submit your response via email by the closing deadline of <u>12:00 noon (Local Toronto Time) on June 30, 2025.</u>

Deadline for Questions (must be in writing and sent by email to the City's Contact)	June 16, 2025 at 12:00pm noon local time
	City Contact:
Atif Durrani, Project Director	
Solid Waste Management Services Division	

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#### 1.0 TERMINOLOGY

#### 1.1 References to Labeled Provisions

Each reference in this Request for Expression of Interest to a numbered or lettered "section", "subjection", "paragraph, "subparagraph", "clause" or "subclause" shall, unless otherwise expressly indicated, be taken as a reference to the correspondingly labelled provision of this Request for Expression of Interest.

#### 1.2 Definitions

Throughout this Request for Expression of Interest, unless inconsistent with the subject matter or context,

"City" means the City of Toronto.

"City Contact" means the City employee(s) designated as City Contact on the Notice to Potential Respondents for all matters related to the REOI call process.

"Council" means City Council.

"Green Lane" means the City of Toronto owned Green Lane Landfill in the Township of Southwold

"Respondent" means a legal entity, being a person, partnership or firm that submits a Response in response to the REOI.

"Response" means a submission by a Respondent in response to the REOI.

"REOI" means this Request for Expression of Interest (REOI) package in its entirety, inclusive of all Appendices and any bulletins or Addenda that may be issued by the City.

"Residual Waste" means waste or garbage that requires management after diversion efforts have been exhausted.

"SWMS" means the City of Toronto's Solid Waste Management Services Division.

#### 2.0 PURPOSE

The City of Toronto is releasing this REOI to identify interest of municipalities in Ontario:

- To accept residual waste (i.e. garbage) from the City of Toronto;
- To sell an existing active landfill to the City of Toronto;
- To become a host for the City of Toronto to build a new landfill;
- To partner with the City of Toronto to build a new landfill or expand an existing landfill.

Residual waste (i.e. garbage) that the City of Toronto manages is primarily from residential customers (including single family, multi-residential and residential units above commercial), with some commercial residual waste as well.

This REOI process is governed by the terms and conditions in Appendix 'A'. Participation in the REOI process in no way precludes any Respondent from participating in any potential future procurement processes, nor is it a prequalification process. It is not the City's intent to pre-qualify any Respondents as part of this REOI process.

#### 2.1 Background

The City of Toronto (City) is the capital of the Province of Ontario and Canada's largest city with a population of 2,794,356 (2021 census). The City is bordered by the Regions' of Peel, York and Durham. Geographically, the City spans an area of 630 square kilometers, approximately 21 kilometers from north to south and 43 kilometers from east to west. The City is bordered by Lake Ontario to the south, Etobicoke Creek and Highway 427 to the west, Steeles Avenue to the north and the Rouge River/Scarborough-Pickering Townline to the east. Figure 1 provides an overview of the geographic boundaries of the City of Toronto and neighbouring municipalities.



Figure 1. City of Toronto Geographic Boundaries and Neighbouring Municipalities

The City operates a sophisticated integrated waste management system that includes solid waste collection and processing, diversion programs, and waste disposal. The City also has a number of programs and initiatives focused on waste reduction and transitioning to a circular economy with the goal of keeping resources in use for longer and to reduce the amount of waste requiring disposal.

The City manages more than 700,000 tonnes of residential waste each year. In 2023, a total of 381,707 tonnes of residential waste was diverted from landfill through several programs, including Green Bin organics. The 2023 combined residential diversion rate for single family homes and multi-residential buildings was 53.6 per cent. Additional details on the City's diversion rates can be found on the City's SWMS' website: Solid Waste Reports & Diversion Rates – City of Toronto.

The City diverted approximately 131,000 tonnes of organic material through its Green Bin organics program in 2023. The organic material is processed at state-of-the art organics processing facilities that use innovative pre-processing and anaerobic digestion technology to breakdown organic material to produce high quality compost and biogas, which is upgraded into renewable natural gas. As part of the <u>Food and Organic Waste Policy Statement</u> issued by the province on April 30, 2018, larger municipalities must meet waste reduction and resource recovery targets and provide collection of food and organic waste. The City of Toronto is on track for meeting its targets and requirements of the Policy Statement.

Even with the ongoing waste reduction and diversion actions taken by the City to date, operational planning for the City's long term waste disposal needs is required. The urgency to secure and/or establish long-term disposal capacity is increasing as the City's only operational landfill, Green Lane Landfill (Green Lane), has limited remaining lifespan.

Green Lane, which is located approximately 200 kilometers from the City of Toronto in the Township of Southwold is the City's primary residual waste disposal site. It has been in operation since 1978 and has been owned by the City since 2007. On average, the City disposes approximately 450,000 tonnes of residual waste per year at Green Lane. At this rate, it's remaining capacity will be used up by approximately 2035. Further, based on a recent Long Term Residual Waste Disposal Study conducted by the City, it was estimated that within the 25-year planning horizon, the City would be required to manage approximately 500,000 to 525,000 tonnes of residual waste per year, taking into consideration Toronto's population growth and the City's waste diversion programs.

Green Lane is a state-of-the-art facility that provides safe, effective and environmentally responsible disposal of Toronto's residual waste. In 2017, it won a Solid Waste Association of North America (SWANA) Bronze Excellence Award in the Landfill Management category. The City operates Green Lane in compliance with the current Environmental Compliance Approval issued by the Ministry of the Environment, Conservation and Parks (MECP). In order to remain compliant with the Environmental Compliance Approval for the site, Green Lane undertakes several actions, which include preparing and submitting an Annual Progress Report to the MECP.

Several residual waste disposal options to manage the City's waste beyond the current capacity of Green Lane were identified in 2023 as part of a <u>City Council Report</u>. Some of the options identified included the partnering with another municipality to build and/or operate a landfill or accept the City's residual waste.

Partnering with the City of Toronto could provide several benefits to an interested municipality, including potential for:

- Community benefits agreement, including shared revenues from tipping fees;
- Economic generation for the local community;
- Job creation from the operation of the facility;
- Improvements in local infrastructure;
- Secured landfill capacity for the local community;
- Support in providing waste management services;
- Shared innovation to advance environmental management or financial viability of landfills;
  - E.g. Landfill gas collection and upgrade to produce Renewable Natural Gas for fuel or heating uses;
- Support in meeting any future federal or provincial landfill emission reduction targets and reporting requirements for methane requirements.

Purchasing, and/or developing a new landfill, would require the City to adhere to applicable requirements under Ontario's *Environmental Assessment Act*, such as the environment screening process and an environmental assessment. These requirements under the *Environmental Assessment Act* along with the time to design, build and commission a landfill site can take up to a decade or more to complete. Given this timeframe, technical and operational planning must begin as soon as possible.

It should be noted that the City's situation is not unique and there is limited existing landfill capacity across the province, both private and municipally owned. As outlined in Waste to Resources Ontario's 2021 report <u>"State of Waste in Ontario: Landfill Report"</u>, landfill capacity in Ontario is

expected to reach capacity by the year 2034. Ontario's remaining landfill capacity is even more vulnerable as approximately 30 per cent of Ontario's waste (mostly industrial, commercial and institutional) is exported to Michigan, New York State, and to a lesser extent, Ohio. Unforeseen border closures or increases in waste disposal fees in the United States could result in additional volumes of waste requiring disposal within the province, putting the landfill capacity under even more pressure. The report projects that if Ontario waste were to no longer be exported to the United States, the province's landfill capacity would be depleted even sooner (by 2032).

Adding to this challenge, the Government of Ontario's recent amendments to the *Environmental Assessment Act* changed the regulatory landscape for landfill approvals in Ontario. The amendments to the *Environmental Assessment Act* require proponents wishing to build a new landfill in Ontario to obtain support from both the host municipality and municipalities that have residential land within 3.5 kilometers of the proposed landfill site. This requirement effectively gives each local and adjacent municipality "veto" power over the development of the landfill.

As the City, along with other Ontario municipalities share the same challenges in securing longterm residual waste management capacity, it is anticipated that the waste landscape in Ontario will become more scarce, competitive, and costly as landfill capacity diminishes.

#### 2.2 Specifications and General Requirements

While the City intends to provide additional specifications and requirements as part of future discussions with interested municipalities, at this stage the City is only gathering information on potential interest from municipalities with respect to this REOI in terms of accepting residual waste (i.e. garbage) from the City of Toronto; selling an existing public landfill with or without a plan to expand to meet future needs; becoming a host for the City of Toronto to build a new landfill or partnering with the City to build a new landfill or expand an existing landfill.

Discussions with those Respondents who express interest, may include potential considerations related to:

- Willingness of host and neighbouring communities to support a new landfill development;
- Relationships between neighbouring communities and operators of an existing landfill considering to accept Toronto's residual waste and/or expand its operations;
- Haulage distance and transportation networks from the City of Toronto;
- In-progress plans for a new landfill or expansion of an existing landfill;
- Technical feasibility of potential landfill site to manage residual waste, including:
  - Condition of existing landfill;
  - Condition of site for new landfill;
  - Existing remaining landfill capacity, if applicable.

These considerations could be part of future discussion meetings as described in Section 3.4, should a Respondent express interest.

#### 2.3 Requirements

- 1. The Respondent may submit a Response Submission Form (Appendix B), including name, title, signature of authorized signing officer, as well as email and phone number for potential future meeting(s) or for more information related to the Respondent's submission.
- 2. Additionally, the Respondent may further submit a completed Questionnaire Form (Appendix C) attached to this REOI.

#### 3. REOI PROCESS

The REOI process consists of the following steps:

- 1. Issuance of the REOI document and questionnaire
- 2. Acceptance of Responses
- 3. Review of Responses
- 4. Potential Meeting/Discussion

#### 3.1 Issuance of the REOI document

The City is sending the REOI document along with an introductory letter via email to Chief Administrative Officers or City/Town/Town Managers of municipalities in Ontario, as well as notifying relevant municipal associations and organizations of the City's REOI document. Relevant municipal associations and organizations are those whose members are comprised of only Ontario municipalities.

#### 3.2 Acceptance of Responses

REOI submissions from Respondents will be accepted until the Response Deadline date and time of the REOI.

#### 3.3 Review of Responses and Invitation to Participate in a Meeting/Discussion

City staff will review the Responses received from interested Respondents. At the conclusion of the review, an invitation to participate in an individual meeting/discussion may be sent to the selected Respondents via email.

#### 3.4 Meeting/Discussion

The City may contact the Respondents to schedule individual meetings.

The meetings will serve as a mechanism for further discussion of the information provided by the Respondent.

Where there is interest, a meeting could include discussion related to:

- Location where a prospective landfill could be hosted;
- Approved capacity of the existing landfill and how much residual waste could potentially be accepted;
- Status of environmental compliance approvals related to the landfill;
- Condition of the existing landfill;
- Relationships with neighbouring communities and First Nations communities.

#### 3.5 Schedule of Events

Milestone:	Date:
REOI Issue Date	February 20, 2025
Deadline for Questions	June 16, 2025 (12:00 PM Noon)
REOI Response Deadline Date	June 30, 2025 (12:00 PM Noon)
Invitation to discussion meeting (if required)	TBD

This schedule is subject to change and appropriate written notice of any changes will be provided where feasible.

#### 3.6 Clarifications

As part of the REOI process, the City may follow up with the Respondents for further information with respect to the content of any Response in order to clarify the understanding of the Respondent's response.

The City may contact the Respondents at a later date to revisit the topics discussed at the discussion meeting.

#### 3.7 Review of Submissions

Upon conclusion of the review process, the City will make decisions on any future steps it may take and may incorporate the information received from the REOI process into its decision-making process.

By submitting a Response to this REOI, all Respondents consent to the City incorporating any submitted ideas, concepts, approaches, or strategies into any planning, design, procurement, or contractual activities related to any subsequent procurement process, whether or not they involve the Respondent who initially submitted the ideas, concepts, approaches, or strategies, without any obligation, liability, or consideration on the part of the City.

Responses shall be the property of the City and the City is subject to certain freedom of information legislation, including the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), with respect to information under the City's custody and control. Responses may be subject to public release pursuant to this legislation.

Respondents should be aware that Council and individual Councilors have the right to view the responses provided that their requests have been made in accordance with the City's policy.

#### 4.0 **RESPONSE SUBMISSION GUIDELINES**

#### 4.1 Submission of Responses

#### 1. General

- 1. Responses must be submitted through email to Atif Durrani, Project Director, Residual Waste Management at <u>atif.durrani@toronto.ca.</u> An email acknowledging receipt of submitted response will be issued by Atif Durrani.
- 2. It is the Respondent's sole responsibility to ensure its Response is received by the Submission Deadline in accordance with the requirements of this REOI. The receipt of Responses can be delayed due to a number of factors including "internet traffic", file transfer size and transmission speed. The Respondent should allow sufficient time to download, complete and upload, as applicable, the submission forms comprising its Response and any attachments.
- 3. Submitting a response to this REOI will not itself:

- i) commit the Respondent to provide any residual waste services to the City; and
- ii) create a commitment by the City to procure residual waste services from the Respondent.
- 2. Response Submission Form
  - 1. Each Respondent shall download, complete, and submit Appendix B Response Submission Form and Appendix C Questionnaire Form included in this REOI, which must be signed by an authorized official of the Respondent.

# APPENDIX A

# **REOI PROCESS TERMS AND CONDITIONS**

### 1. City Contacts and Questions

All contacts and questions concerning this REOI should be directed in writing to the City employee(s) designated as "City Contacts" in the Notice to Potential Respondents.

No City representative, whether an official, agent or employee, other than those identified "City Contacts" are authorized to speak for the City with respect to this REOI.

### 2. Addenda

- 1. The REOI may only be amended by Addendum in accordance with this Section (Addenda). Prior to the Submission Deadline, the City may at any time or times modify the REOI in whole or in part through the issuance of an Addenda, if deemed necessary by the City. Each Addendum shall form an integral part of this REOI.
- All Addenda will be sent directly by email to Chief Administrative Officers and City/Town Managers of municipalities in Ontario, as well as those municipal associations and organizations that were notified of the City's REOI document. The City is not responsible for any failure of such notice system or for notices not received by municipal officials.
- 3. Respondents must check their municipal email inboxes of any shared Addendum. Respondents shall be wholly responsible for checking and reviewing any shared Addenda and ensuring the completeness of the REOI (as amended) and their Responses (as impacted by such Addenda). The City is not responsible for any incomplete or incorrect Responses resulting from the issuance of an Addendum or a Respondent's failure to update its Response in response to an Addendum.
- 4. The City will make reasonable efforts to issue the final Addendum (if any) in a sufficient time prior to the Submission Deadline to allow Respondents to submit their Responses. If any Addendum requires substantial amendments to the REOI, the City may, in its sole and absolute discretion, extend the Submission Deadline.
- 5. Other than documents issued as part of the REOI (including Addenda), the City shall not be responsible for any explanations, instructions or interpretations even if provided by its actual or purported employees, designees or agents at an Information Meeting. No oral or written explanations, instructions or interpretations shall modify any of the requirements or provisions of the REOI unless in the form of an Addendum.
- 6. Any reference in this REOI to any document comprising this REOI includes any amendments to such document made in accordance with this Section (Addenda).

### 3. Omissions, Discrepancies and Interpretations

A Respondent who finds omissions, discrepancies, ambiguities or conflicts in any of the REOI documentation or who is in doubt as to the meaning of any part of the REOI should notify the City in writing within three days before the Response Deadline. If the City considers that a correction, explanation, or interpretation is necessary or desirable, the City will issue an Addendum as described in the article above titled **Addenda**.

## 4. Incurred Costs

The City will not be liable for, nor reimburse, any potential Respondent or Respondent, as the case may be, for costs incurred in the preparation, submission, or presentation of any Response, for discussion meeting(s) or any other activity that may be requested as part of the review process.

## 5. Prohibition against Gratuities

No Respondent and no employee, agent or representative of the Respondent, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any officer, director, agent, appointee or employee of the City in connection with or arising from this REOI, in any other manner whatsoever.

### 6. Intellectual Property Rights

Each Respondent warrants that the information contained in its Response does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the City, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the City brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Response.

### 7. Confidentiality and MFIPPA

The Respondent(s) shall not at any time before, during or after the completion of the REOI related discussion meeting(s) divulge to any third parties confidential City information, which they obtain during the course of discussions.

All requirements and information obtained by a Respondent in connection with the REOI are the property of the City of Toronto, and must be treated as confidential and not used for any purpose other than for replying to this REOI.

All documentation which a Respondent delivers to the City of Toronto or its designated agent(s) for the purposes of this REOI becomes the property of the City of Toronto and is subject to the terms of freedom of information legislation, including the Municipal Freedom of Information and Protection of Privacy Act. Therefore, all information and documents provided to the City as part of this REOI may be subject to release in accordance with MFIPPA, notwithstanding a Respondent's request to keep the information or documents confidential. A Respondent agrees and acknowledges that where the City is obligated by freedom of information legislation to disclose or release information or documents provided to it by a Respondent, the City is not liable to the Respondent for any loss, injury or damages suffered by the Respondent as a result of said disclosure or release.

If a Respondent believes any part of its submission reveals any trade secret of the Respondent, any intellectual property right of the Respondent, scientific, technical, commercial, financial or labour relations information, or any other similar secret right of information belonging to the Respondent, and if the Respondent wishes the City of Toronto to attempt to preserve the confidentiality of the trade secret, intellectual property rights or information, then these matters must be clearly identified and designated as confidential.

Requests for access to the submitted REOIs will be subject to a formal review pursuant to the Municipal Freedom of Information and Protection of Privacy Act, and representation may be sought prior to disclosure.

# **APPENDIX B**

# **RESPONSE SUBMISSION FORM**

### **REQUEST FOR EXPRESSION OF INTEREST # 2025-01**

FOR: To Seek Interest From Municipalities in Ontario to Provide Residual Waste Services for the City of Toronto

**RESPONSE DEADLINE:** June 30, 2025, 12:00 NOON (LOCAL TORONTO TIME)

I/WE HEREBY SUBMIT MY/OUR RESPONSE TO THE ABOVE REQUEST FOR EXPRESSION OF INTEREST.

I/WE HAVE CAREFULLY EXAMINED THE DOCUMENTS AND DECLARE THAT THE INFORMATION PROVIDED IN THIS RESPONSE IS ACCURATE.

ACKNOWLEDGE RECEIPT OF ADDENDA BY NUMBER AND ISSUE DATE:

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

### SUBMITTED BY:

(RESPONDEN	T'S FULL LEGAL NAME)		
ADDRESS:		TELEPHONE NO.	
		FAX NO	
		EMAIL:	
		DATE:	

SIGNATURE OF AUTHORIZED SIGNING OFFICER

PRINTED NAME OF SIGNING OFFICER

# **APPENDIX C**

# **Questionnaire Form**

The questions below are intended to provide the City with more details on a Respondent's interest to provide residual waste services for the City of Toronto, and/or develop a partnership with the City to manage residual waste that is beneficial to both parties.

If the space provided to answer a specific question is insufficient, Respondents, may submit additional information or supporting material with their submitted response as an attachment titled "Supporting Material to REOI # 2025-01". Please include the question at the top of the additional information or supporting material document for reference.

- 1) If your municipality owns a landfill site, is there interest in accepting City of Toronto's residual waste? (Yes or No)
- 2) If your municipality owns an open and operating landfill site, is there interest in selling the existing landfill site? (Yes or No)
- 3) Is your municipality interested in partnering with the City to build a new landfill site? (Yes or No)
- 4) Is your municipality interested in partnering with the City to expand an existing landfill site? (Yes or No)
- 5) Is your municipality interested in hosting a new landfill site for City of Toronto waste? (Yes or No)



Public Works 007-2025-PW

# <u>Memo</u>

То:	Mayor and Council
From:	Steve Burnett, Manager of Environmental Services
Date:	March 4, 2025
Subject:	Environmental Department Update
Attachments:	None

Mayor and Council:

I am pleased to provide the following update for the Environmental Department.

# Water and Sanitary Operations

Along with Winter Operations, staff continue to repair/maintain both the water and sanitary systems within the City and address issues as they arise.

# Training/Conference

Four staff members will be attending the upcoming Northeastern Ontario Water Works Conference (NEOWWC) on May 28 and 29 in Timmins. Over the 2 days, staff will be provided with water distribution training, visit the trade show and attend various guest speaker presentations.

# **Blue Box Transition**

Since transition on January 1, 2025, collection of residential recyclables has been somewhat seamless. Non-eligible source collection has seen a total of 16 establishments opt out of curbside collection and many depot users have contacted a private service provider for recycling collection services.

Non-eligible source collection will continue to be the forefront of the issues and challenges surrounding the new Extended Producer Responsibility (EPR) requirements outlined in the Blue Box Regulation. Staff are committed to provide continued support to the non-eligible source establishments. Most recently a delegation request was submitted to the Ministry of Environment Conservation and Parks at the upcoming Ontario Goods Road Conference to discuss the above noted issue.

In addition, Council continues to approve resolutions of support to have the ministry consider amending the Blue Box Regulation to include non-eligible source as a EPR requirement.



# McKelvie St./Baker Ave. Infrastructure Extension Project

On February 19, 2025, staff received an e-mail from the Housing Enabling Water Systems Fund team providing important information regarding the Transfer Payment Agreement. In addition, the team provided staff with an Initial Project Report (IPR) for completion and attestation. The IPR was submitted on February 25, 2025.

A kick-off/pre-start meeting with the developer, their engineer and City staff has been scheduled for Wednesday March 5, 2025.

# **Capital Projects**

- ICI Water Meter Program (Carryover) All communication letters were sent to the establishments at the end of January 2025. Staff have been addressing questions as they arise. Additional software training has been completed or scheduled.
- New Liskeard Lagoon Capacity Needs Study An Administrative Report is presented to Council within this package.
- > Haileybury Reservoir Upgrades Procurement for the upgrades has commenced.
- Haileybury Water Treatment Plant Upgrades Procurement for the upgrades has commenced.
- Sewer Pump Replacements Purchase orders for the pumps at the Station St. Pumping Station and the New Liskeard Lagoon have been issued.

Prepared by:

"Original signed by"

Steve Burnett Manager of Environmental Services



City of Temiskaming Shores Administrative Report

Subject:	Tender Award – Asphalt Markings & Symbol Paint Services	Report No.:	PW-006-2025
		Agenda Date:	March 4, 2025

# Attachments

Appendix 01: 2025 Tender Results

Appendix 02: Draft By-Law Agreement

### **Recommendations**

It is recommended:

- 1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-006-2025; and
- 2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Grass King Inc., for asphalt marking and symbol painting services in the amount of \$ 32,065.00, plus any additions as outlined within the agreement, subject to applicable taxes, for consideration at the March 18, 2025 Regular Council meeting.

### **Background**

Each year the City of Temiskaming Shores procures the services of an experienced and qualified contractor for the supply and application of asphalt markings and symbols at various locations within the City of Temiskaming Shores. The contractor must be available for a contract period of three years.

Generally, the work shall consist of retracing existing asphalt markings comprised of directional markings, intersections, stop blocks, school crossings, accessible parking stalls, recreational symbols, parking lots and transit curb markings.

In 2025, the tender documents were prepared and Tender PWO-RFT-001-2025 was distributed to previous and known potential bidders with closing date at 2:00 p.m. on February 5<sup>th</sup>, 2025. **Appendix 01** includes the Tender Results.



# <u>Analysis</u>

Three (3) tenders were received by the closing date.

Bidder	Tender Amount	HST	Total
Grass King Inc.	\$32,065.00	\$4,168.45	\$36,233.45
Blown Away Property Maintenance	\$74,720.00	\$9,713.60	\$84,433.60
Deep Construction	\$74,249.00	\$9,652.37	\$83,901.37

Grass King has successfully completed symbols painting for the City of Temiskaming Shores for several years and has demonstrated their 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 accordance with the City's Purchasing Policy (By-Law 2017-015). Staff concludes that the bid submitted by Grass King satisfies the bid requirements making them capable of performing and exceeding the needs of the City.

The tendered amount remains within the approved and allotted budget for roadway maintenance. It should be noted, there is a component of this contract that will be coordinated and allocated to the Recreation and Facilities department for markings associated with active travel. The overall fee to Grass King will increase with the application of additional items (e.g. parking line indicators) as a continued pilot project.

# Relevant Policy / Legislation / City By-Law

- 2025 Public Works Operating Budget
- By-Law No. 2017-015, Procurement Policy

# Consultation / Communication

- Consultation with Transportation staff throughout the process;
- Consultation with the Public Works



# **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

This contract was approved for a three-year term to better assist staff with future budget years.

### **Alternatives**

No alternatives were considered. Markings and Symbols are an important function of road safety therefore not doing them is not recommended.

### Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mitch McCrank, CET Manager of Transportation Services Sandra Lee City Manager



1

# Document Title: PW-RFT-001-2025- Asphalt Markings / Symbols Painting

Closing Date: Wednesday, February 5, 2025	Closing Ti
Department: <b>Public Works</b>	Opening 7

 Closing Time:
 2:00 p.m.

 Opening Time:
 2:45 p.m.

Attendees via teleconference: Microsoft Teams

# City of Temiskaming Shores:

Logan Belanger	Kelly Conlin	Mitch McCrank
Clerk	Deputy Clerk	Manager of Transportation
C C C		Services
Contraction of the second seco	Agres	$\checkmark$

Others:

Nick Calduell Gran	
Tyles Parker, Deepstruction.	

# Submission Pricing

Bidder: Nick Caldwell / Gnoss King Bidder: Tyler Marrison, Deep Construction							
ITEM	DESCRIPTION	QUOTED	IT	EM	DESCRIPTION	QUUTED	
		BID PRICE				BID PRICE	
1	New Liskeard Working Area	\$17,815,00	1		New Liskeard Working Area	\$41,995,00	
2	Haileybury Working Area	\$ 8,795.00	2		Haileybury Working Area	\$18,660.00	
3	Parking Lots	\$ 5,455,00	3		Parking Lots	\$13,020,00	
COMBINED SUB TOTAL \$ 32,065,0		\$32,065,W			COMBINED SUB TOTAL	\$74,24900	
HST \$ 4,168,95				HST	\$9,652.37		
TOTAL \$36,233.45				TOTAL	\$83,901,37.		

QUOTED **BID PRICE** 

\$

\$

\$

\$

\$

\$

HST

TOTAL



Bidder: Blaun Away		Blaun Away	Incperty Se	Bid	der:
	ITEM	DESCRIPTION	QUOTED BID PRICE	ITEM	DESCRIPTION
	1	New Liskeard Working Area	\$.35,590,00	1	New Liskeard Working Area
	2	Haileybury Working Area	\$19,870,W	2	Haileybury Working Area
	3	Parking Lots	\$19,260,00.	3	Parking Lots
COMBINED SUB TOTAL		BINED SUB TOTAL	\$ 74,720,00		COMBINED SUB TOTAL
HST		HST	\$9,713,60		HST
TOTAL			\$84,433,60		TOTAL

#### D Sandon. e, ~

Bidder:				Bide	der:	
ITEM	DESCRIPTION	QUOTED BID PRICE		ITEM	DESCRIPTION	QUOTED BID PRICE
1	New Liskeard Working Area	\$		1	New Liskeard Working Area	\$
2	Haileybury Working Area	\$		2	Haileybury Working Area	\$
3	Parking Lots	\$	1	3	Parking Lots	\$
COMBINED SUB TOTAL		\$			COMBINED SUB TOTAL	\$
HST		\$			HST	\$
TOTAL		\$			TOTAL	\$

Note: All offered prices are offers only and subject to scrutiny. Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. All proponents whether successful or not will be notified of results, in writing at a later date.

# The Corporation of the City of Temiskaming Shores

# By-law No. 2025-000

## Being a by-law to enter into an agreement with Grass King Inc. for Asphalt Markings and Symbol Painting Services

**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-006-2025 at the March 4, 2025 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Grass King Inc. for Asphalt Marking and Symbol Painting, in the amount of \$32,065.00 plus any additional items as outlined within the agreement, subject to applicable taxes, for consideration at the March 18, 2025 Regular Council meeting.

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

- That Council authorizes the entering into an agreement with Grass King Inc. for Asphalt Marking and Symbol Painting in the amount of \$32,065.00 plus any additional items as outlined within the agreement, subject to applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
- 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 18<sup>th</sup> day of March, 2025.

Mayor



Schedule "A" to

# By-law 2025-000

Agreement between

# The Corporation of the City of Temiskaming Shores

and

# Grass King Inc.

for the Asphalt Markings and Symbol Painting Services

This agreement made this 18<sup>th</sup> day of March, 2025.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

And:

# Grass King 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 Tender Documents entitled:

# The Corporation of City of Temiskaming Shores Asphalt Markings/Symbol Painting Services Tender No. PW-RFT-001-2025

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement, attached hereto as Appendix 01; and
- c) Complete, as certified by the Manager of Transportation Services all the work within 90 calendar days from receiving a signed order; but no later than July 1st, 2025, weather permitting.
- d) The time limits referred to in this Agreement may be abridged or extended by mutual agreement by both Parties.

# Article II:

The Owner will:

a) Pay the Contractor in lawful money of Canada for the material and services aforesaid in the amount of thirty-two thousand, sixty-five dollars and zero cents (\$32,065.00) plus applicable taxes, for all areas described in the Form of Tender, subject to any additions and deductions as provided in the Contract Documents attached hereto as Appendix 01. b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such Invoice.

# Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the recipient at the opening of business.

The Contractor:

# Grass King Inc.

1478 Lakeshore Road South Haileybury, ON P0J 1K0

The Owner:

# **City of Temiskaming Shores**

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

The Manager of Transportation Services:

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

Remainder of Page left blank intentionally

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

Signed and Sealed in ) the presence of ) )	Grass King Inc.
	Nick Caldwell, Owner/Operator
) Municipal Seal ) ) ) ) )	The Corporation of the City of Temiskaming Shores
	Mayor – Jeff Laferriere
)	Clerk – Logan Belanger



Appendix 01 to Schedule "A" to

# By-law No. 2025-000

Form of Agreement



City of Temiskaming Shores Request for Tender PW-RFT-001-2025 Asphalt Markings / Symbols Painting

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

Asphalt Markings / Symbols Painting PW-RFT-001-2025

### 1. Objective

The Corporation of the City of Temiskaming Shores invites Tenders from qualified Contractors for the supply of asphalt marking and symbol painting services for its Public Works Department summer maintenance schedule as per specifications listed within. This contract will be for a three-year term.

### 2. Background

Located at the head of Lake Temiskaming, Temiskaming Shores is located in North-eastern Ontario, near the Quebec border. Temiskaming Shores has a population of approximately 9,920, according to the 2016 census. The City of Temiskaming Shores is governed by a seven-member Council comprised of 6 Councillors and 1 Mayor. The City also has various Committees of Council, with members appointed by Council.

### 3. Definitions

- 3.1 City: means the Corporation of the City of Temiskaming Shores.
- 3.2 **Proponent(s)**/ **Bidder(s)**: means all persons, partnerships or corporations who respond to the RFT and includes their heirs, successors and permitted assigns.
- 3.3 Request for Tender; means this Request for Tender (RFT) document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.
- 3.4 **Successful Proponent/ Bidder:** means the Proponent/Bidder whose RFT submission is/are accepted to who has/have agreed to supply the goods and/or services, as outlined herein.

#### 4. Submission

Bids must be submitted electronically, using the Electronic Bid Submissions Portal on the City's website:

https://www.temiskamingshores.ca/en/city-hall/bid-opportunities.aspx

Submissions must be in a pdf format and can be no larger than 50 MB.

Subject Line: PW-RFT-001-2025- Asphalt Markings / Symbols Painting

Addressed to: Logan Belanger, Clerk

Proponents will receive an automatic email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 705-672-3363 ext. 4136 or at <u>clerk@temiskamingshores.ca</u>, should the Proponent not receive a confirmation email.

The City has no liability to the Proponent/ Bidder for any problems encountered, or failure of the Bidder to successfully submit a bid prior to the bid closing time and date. As such, allow sufficient time for a Bid Submission and attachment(s) (if applicable), to resolve any issues that may arise. Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is **received** by the City.

The closing date for the submission of Tenders will be at 2:00 p.m. local time on February 5<sup>th</sup>, 2025.

- Iate Tenders will not be accepted;
- > Tenders by fax will not be accepted;
- > Tenders by mail will not be accepted;
- Partial Tenders are not accepted;
- > Tenders emailed directly to City staff will not be accepted.
- > The City reserves the right to accept or reject any or all Tenders
- The lowest priced Tender will not necessarily be accepted;
- The City reserves the right to request clarification or supplementary information concerning a Tender from any Proponent;
- The City reserves the right to enter into negotiations with a Proponent and any changes to the Tender that are acceptable to both parties will be binding;
- The City reserves the right to confirm with the Proponent, a third party or references (whether provided in the Tender or not), confirmation of any information provided by the Proponent in their Proposal.
- > The Tender shall be valid for 60 days from submission date.

The Form of Tender must be signed in the space provided on the form, with the signature of the Bidder or responsible official of the firm bidding. If a joint Bid is submitted, it must be signed and addressed on behalf of both of the Bidders. Any alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder's Tender by the City.

Line items and total contract price must be clearly indicated. The Bid must not be restricted by a statement added to the Tender form or by a covering letter, or by alterations to the Tender form, as supplied by the City of Temiskaming Shores unless otherwise provided herein.

H.S.T. Tax will be applicable to the supply of labour and equipment.

The City will not be held responsible for Proponent or third-party costs, claims, direct or indirect damages caused by the City exercising its rights reserved in this Section or otherwise expressed or implied in this RFT.

#### 5. Questions

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

Mitch McCrank, CET Manager of Transportation Services City of Temiskaming Shores 325 Farr Drive Temiskaming Shores, ON P0J 1K0

Phone: 705) 672-3363 ext. 4113

City of Temiskaming Shores // PW-RFT-001-2025 // PAGE 3

Email: mmccrank@temiskamingshores.ca

It will be the Proponent's responsibility to clarify any details in question not mentioned in this Tender before presenting the submission. Questions relating to this Tender must be received by January 28<sup>th</sup>, 2025, at 2:00 p.m. local time.

To ensure fairness to all Proponents, any and all questions that require clarification or that may materially alter this RFT document will be responded to and shared with other Proponents via an addendum, as described herein. Questions received after this date and time will not receive a response. Proponents are notified that any errors or omissions in the Tender may render the Tender invalid.

### 6. Amendments

The City at its discretion reserves the right to revise this RFT up to the final date for the deadline for receipt of Tenders. The City will issue changes to the RFT Documents by addendum only. No other statement, whether oral or written, made by the City will amend the RFT Documents. The City will make every effort to issue all addenda no later than the seventh (7<sup>th</sup>) day prior to the closing date. If an addendum is issued within seven days of the closing date, the bid submission date will be moved accordingly.

The Proponent shall not rely on any information or instructions from the City or a City representative except the RFT Documents, and any addenda issued pursuant to this Section.

The Proponent is solely responsible to ensure that it has received all addenda issued by the City. The Proponent shall acknowledge receipt of all addenda on the Form of Tender. Failure to complete the acknowledgement may result in rejection of the Tender.

The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a Tender submission in response to this RFT, the Proponent acknowledges and agrees that the addenda shall be posted on www.temiskamingshores.ca and it is the sole responsibility of the proponent to check this web site for said addenda. The City reserves the right to withdraw or cancel this Request for Tender without notice.

### 7. Specifications

7.1 Work Assignment Types

The assignment of work within this contract will generally be grouped into the following types: Programmed Work and Call-In Work.

7.1.1 Programmed Work

Programmed Work primarily involves retracing existing markings and will provide to the Contractor a form of lists, typically in the spring of each year of the contract. The Contractor is responsible for all effort in the coordination of resources in the complete of the Programmed Work withing the dates specified in the Schedule of Work sections, with minimal direction from City Staff.

The Contractor shall maintain accurate and up to date records of work completed and provide records of completion to the City Representative.

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#### Asphalt Markings / Symbols Painting PW-RFT-001-2025

#### 7.1.2 Call-In Work

The Contractor shall be prepared throughout the duration of this contract to, upon being notified by the City Representative, return to the City to provide all material, equipment and labour required in accordance with the terms and conditions for this contract and at the same tendered price for additional painting to be done.

#### 7.2 Contractor Supervisor

The Contractor will always exercise competent coordination and supervision of the work.

The contract shall name a person who shall be the single point of contact for the City Representative throughout the duration of the contract and be responsible for coordinating, tracking, and reporting on work completed in accordance with the terms and conditions of this contract.

#### 7.3 Pavement Marking Application

All Markings are to be applied in accordance with the Ontario Traffic Manual unless directed otherwise by the City

The contractor shall no apply markings to any damp or wet roadway and will take all reasonable measures to avoid the application of pavement markings in advance of forecasted precipitation such that the quality of the pavement markings are diminished.

The Contractor shall not apply markings to any roadway which contains dirt and debris such that it diminishes the quality or durability of painting and upon realizing a roadway has such a condition, the Contractor shall notify the City as soon as possible so that it can be remedied.

The Contractor shall not retrace any marking in which they are uncertain and shall contact the City Representative for further clarification before proceeding to paint markings in question.

#### 7.4 Pre-Marking and Layout

The Contractor Shall supply all labour, material and equipment necessary for the layout and pre-marking of pavement markings.

Pre-marking will be required at locations where the required pavement marking is new, missing or so faint as to be impossible to follow. Pre-marking may also be required for new applications on existing, freshly paved, or resurfaced sections of roads.

#### 7.5 Protection of Work

The Contractor shall plan, implement, and dismantle work zones following Ontario Traffic Manual, Book 7, Temporary Conditions. The Contractor must not obstruct and street or sidewalk to any greater extent that what is necessary.

The Contractor, at all times, to ensure that all freshly applied markings are identified and protected. When necessary, solid fluorescent cones shall be placed to protect the newly applied material from being tracked or damaged.

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The contractor shall be responsible to remedy any validated claim from the public, through the City, pertaining to paint on a vehicle as a result of failure to protect work.

7.6 Quality of Traffic Paint

All water-borne traffic paint supplied by the Contractor shall meet the specifications outline in the Ontario Provincial Standard Specification 1716, as amended.

Should weather or other factors prevent the use of water-borne traffic paint, the Contractor may use organic solvent-based traffic paint meeting the specifications outlined in OPSS 1712, as amended.

The colour of paint shall be in accordance with the current Ministry of Transportation of Ontario standards or under the guidance of the City Representative.

7.7 Clean-up

The Contractor is responsible for all supplies necessary for the cleaning of his equipment and all dirt, debris, excess paint and any other thing generated from the provision of items within this contract.

7.8 Records

The Contractor is responsible for maintaining accurate and detailed records of the work performed under this contract.

The Contractor shall furnish completed record sheets to the City after completing the work.

#### 7.9 Hours of Work

All work will be done during appropriate hours to get the job done.

All contracted maintenance equipment must be at the assigned route and be ready to engage in operations at a time specified by the Transportation/ Road Supervisor or his designate. For safety reasons, regular hours of work shall be considered as day light hours. No work shall continue after dark nor shall commence prior to sunrise.

The City accepts no responsibility for the timing of the work process for circumstances beyond its control. The Contractor shall not be entitled to any damages whatsoever by reason of the early termination, nor extended termination of the work process.

#### 7.10 Inspection

All work will be subject to inspection at the City's discretion.

7.11 General Specifications

General Conditions of a Contract - OPS General Conditions of Contract - Nov 2019

#### 8. Scope of Work

The work shall consist of retracing existing and laying out new pavement markings comprised of directional arrows, stop blocks, school crossings, parking lines, accessible parking spaces and

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transit bus stop curbs at various locations within the City of Temiskaming Shores and as specified within. Markings shall follow all regulatory standards and Traffic Manual, including but not limited to OTM Book 11 and 15.

<u>The Contractor shall commence work as soon as possible after work areas have been swept by</u> <u>the City and shall endeavor to complete the work by July 1<sup>st</sup>, of the calendar year</u>, weather permitting. Note: due to traffic volumes within the downtown core, it will be necessary to perform these tasks early on any given weekday, (weekends included) in order to accomplish the work within the shortest possible time frame.

### **Accessible Blue Box Parking Spots**

The City's definition of an "Accessible Blue Box" consists of a surface area which commences at the curb and extends into the paved portion of the roadway. It is described as blue in colour, bordered in yellow and contains a yellow "accessible" pictogram stenciled in the centre of the blue area. The curb is not to be considered and all colours and paints shall meet the material specifications as set out in the Ontario Provincial Standards Specifications.

#### **School Crossings**

As per OTM latest revision and OPS

#### Intersections

As per OTM latest revision and OPS

### **Directional / Multi-Directional Arrows**

As per OTM latest revision and OPS

#### **Transit Bus Curb Stop**

The City's definition of a "Transit bus stop curb" consists of approximately 250 linear metres total of roadside concrete curb specifically located at 7 individual transit bus stop locations. The curb is to be painted yellow and the paint shall meet material specifications as set out in the Ontario Provincial Standards Specifications.

#### **Pedestrian Crosswalk**

As per OTM latest revision and OPS

### Stopblocks

As per OTM latest revision and OPS

### **Bike Symbols**

As per OTM latest revision and OPS

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### **Railway Crossing**

As per OTM latest revision and MUTCD

### 9. Traffic Control

The Contractor shall provide protection for the traffic paint after application until the paint is sufficiently dry to prevent smearing by traffic. The protection equipment shall be so positioned to maintain a safe, uninterrupted movement of traffic. Caution lights must be affixed or fitted into barriers used during linear meters of dusk or darkness, as per Traffic Control Manual for Roadway Work Operations – Ministry of Transportation Book 7.

The Contractor shall furnish all equipment, tools, safety devices, labour and supervision required to perform the specified work. The Contractor will carry out the work in accordance with the Ministry of Transportation Traffic Control Manual for Roadway Work Operations 1981.

- 1. The minimum requirements are as follows:
- 2. "Road Work", TC-2A, signs must be placed for both directions of traffic.
- 3. Minimum "Traffic Cone" weight is 70 cm.
- 4. Two "Flaggers" will be required at any time that two lanes of traffic cannot be safely detoured around the work site. The only exception will be for low traffic volume, local streets where flagging may not be required at the discretion of the Manager of Operations for Public Works.

All Contractor's employees working on or directly adjacent to the traveled roadway must wear approved safety clothing as specified in Book 7.

The Contractor shall be held responsible for any damage including fire as the result of their performance of the work described herein. The Contractor undertakes and agrees to comply with all orders or other regulations in force on the site where the work is to be performed relating to safety. The Contractor must adhere to all safety rules, regulations and labour codes in effect in all jurisdictions where the work is to be performed.

#### 10. Basis of payment

Payment will be made for actual locations and quantities painted. The locations listed herein are for estimating purposes only and the City makes no guarantee as to exact locations/ quantities estimated or used and therefore reserves the right to revise locations and/or material quantities as the situation warrants.

All rates complete with operator shall constitute "unit price" and must be clearly indicated. The bid must not be restricted by a statement added to the Form of Tender or by a covering letter, or by alterations to the Form of Tender, as supplied by the City of Temiskaming Shores unless otherwise provided herein. Submissions shall not be received by fax. Adjustments by telegram, fax or letter will not be accepted.

The Contractor agrees to submit monthly invoices identifying the equipment, by license/equipment number, the rental period covered by the invoice, a brief description of the equipment for the quoted hourly rate.

All payments will be for the actual locations and quantities painted within the scope of the agreement or in excess thereof. Payment shall be full compensation for all insurance, maintenance, supply and operation of each unit and operator, including overtime as well as fuel needed for the performance of the work.

The Contractor is responsible for the payment of wages of any employees hired by him/her and when requested, shall furnish evidence to the satisfaction to the City that these wages have been paid in full. The City reserves the right to withhold payment for such sum or sums of money due to the Contractor as may be required to cover such default in addition to holding the Contractor responsible for any loss or damage the City may suffer as a result of such default.

#### 11. Quantities/ Locations

The quantities/ locations listed herein are for estimating purposes only. The City makes no guarantee as to exact locations and therefore reserves the right to revise locations as the situation warrants and payment will be made for actual locations painted. The Contractor shall provide invoice based on actual locations subject to scrutiny, confirmation and acceptance by the City.

There are three main working areas being New Liskeard, Haileybury and North Cobalt. Exact Locations will be given to the successful candidate.

The contractor agrees to inspect the existing markings with the City representative and make sure if the repainting of a marking is in the best interest of the City or shall be done at another time or year.

Should an additional tax or duty or any variation in any tax or duty, become directly applicable to goods, materials, articles or equipment, specified or called for in this Tender, subsequent to its submission by the Bidder and before the delivery of the goods, materials, articles or equipment pursuant to an official order issued by the City the appropriate increase or decrease in the price of such goods, material, articles or equipment, shall be made to compensate for such changes as of the effective date thereof.

Unless otherwise stated, all goods, materials, articles or equipment supplied pursuant to this condition shall be subject to inspection by the City at the point of completion.

The Bidder agrees that the goods, materials, articles, equipment specified or called for in or under this Tender, will be delivered within the period set out herein as the guaranteed period of delivery or completion after receipt of an official order therefore.

#### 12. Term of Agreement

The term of the contract shall be for 2025-2027 spring / summer operations.

### 13. Extension of Contract or Purchase Order

The term of the contract may be extended for a specific period of Two Years with all terms and conditions stated in these documents to apply to such extension provided that both the City and the Successful Bidder agrees to such extension. At the City's sole discretion, the negotiating of terms may be applicable in the best interests of the City. The City shall notify the Successful Bidder of such extension within one (1) day of the initial contract closing date of its intension to seek an extension.

### 14. Regular Hours of Work

The City accepts no responsibility for the timing of the work process for circumstances beyond its control. The Contractor shall not be entitled to any damages whatsoever by reason of the early termination, nor extended termination of the work process.

All contracted maintenance equipment must be at the assigned route and be ready to engage in operations at a time specified by the Transportation/ Road Supervisor or his designate. For safety reasons, regular hours of work shall be considered as day light hours. No work shall continue after dark nor shall commence prior to sunrise.

### 15. Project Authority

The Project Authority for issuance of the RFT is the Manager of Transportation Services for the City of Temiskaming Shores, reporting to the City Manager.

The awarding of the contract may be subject to the approval of City Council.

### 16. Tender Evaluation

Tenders that comply with the terms, conditions and specifications as outlined in the Tender will be evaluated on the basis of:

- Price (within allocated budget)
- · Availability to perform the work and/or supply goods
- Previous performance evaluations

### 17. Any or all Tenders Exceed Approved Budget

In the event that any or all Tenders exceed the approved budget, and staff are not prepared to seek additional funding, the City may, opt for one of the following:

- Approach the lowest Bidder to seek options to change the requirements and obtain a corresponding price change for the reduced requirements;
- b) Approach the top three Bidders to seek options to change the requirements and obtain a corresponding price change from each for the reduced requirements; or

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c) Advise all Bidders that the Bid solicitation process will be cancelled, and a review of the requirements will be undertaken and that a new Bid solicitation may be issued later.

### 18. Goods, Materials and Equipment Suitable for Use

The Bidder warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or Agreement based on this RFT, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

The Successful Bidder may be required to provide written documentation that all materials or equipment offered in a Bidder's Tender meet all applicable Municipal, Provincial and Federal Government standards, legislation and laws.

### 19. Tender Withdrawal or Amendment

Proponents may amend or withdraw their Tender, provided such withdrawal or amendment is received prior to the closing deadline. A Bidder who has already submitted a Tender may submit a further Tender at any time up to the official closing time; the last Tender received shall supersede and invalidate all Tenders previously submitted by the Bidder for this RFT. A bid may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

### 20. Right to Accept or Reject Submissions

The City does not bind itself to accept any Tender and may proceed as it, in its sole discretion, determines, following receipt of the Tenders. The City reserves the right to accept any Tender in whole or in part or to discuss with any respondent different or additional terms to those envisaged in this RFT or in such respondent's Tender.

The City reserves the right to:

- 1. accept or reject any or all of the proposals;
- 2. if only one proposal is received, elect to reject it;
- reject as informal any proposal that is received late or is incomplete or otherwise fails to comply with the requirements of the RFP;
- elect not to proceed with the projects as it so determines in its sole and absolute discretion; and/ or
- 5. to waive irregularities and formalities at its sole and absolute discretion.

### 21. Solicitation

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the City with respect to the RFT, whether before or after submission of the Tender, the City shall be entitled to reject or not accept the RFT submission.

#### 22. Subcontracting

The Proponent acknowledges that in any potential agreement with the City, no subcontracting or assignment of rights and obligations of the Proponent will be permitted without the written consent of the City, which consent shall not be unreasonably withheld. At all times throughout the term of a potential agreement, including any renewals, the City shall communicate and respond directly with the Proponent.

### 23. Independent Contractor Status of Proponent; Declaration of Conflicts

The Proponent fully acknowledges that in providing a Tender, it provides such as an independent contractor and for the sole purpose of potentially providing services and/or goods to the City. The Proponent's attention is drawn to the provisions of the Occupational Health & Safety Act 2010.

Neither the Proponent nor any of its personnel are engaged as an employee, servant or agent of the City. Any potential conflicts of interest in which a Proponent may have with the City or any employee of the City will be identified and described in detail in the Tender of each proponent (Conflict of Interest Declaration).

### 24. Insurance (from the Successful Proponent only)

The successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, the following:

### Commercial General Liability

The Successful Proponent shall maintain and pay for Comprehensive General Liability Insurance with coverage limits of no less than Five Million Dollars (5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use.

#### Automobile Liability Insurance

The Successful Proponent shall maintain and pay for Automobile Liability Insurance with coverage limits of no less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property, in respect to licensed vehicles owned or leased by the Successful Proponent.

The policies shall include City of Temiskaming Shores as an additional insured and containing a cross liability clause.

All insurance policies referenced in this Section shall be maintained in good standing throughout the duration of the Agreement and cannot be cancelled or permitted to lapse unless the insurer notifies the City in writing at least 30 days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

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# 25. Workplace Safety and Insurance Board (WSIB) (from the successful Proponent only)

The Successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, a Certificate of good standing from the Workplace Safety & Insurance Board.

The onus is on the Successful Proponent to comply with all applicable local and territorial standards and regulations, in effect and applicable by law in Ontario, Canada.

#### 26. AODA Compliance

The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Bidder shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Bidder acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the City of Temiskaming Shores must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

#### 27. Freedom of Information

Upon submission, all Tenders become the property of the City and will not be returned to the proponents. Proponents must be aware that the City is a public body subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The City may, at any time, make public the names and bid prices of all respondents. Tenders will be held in confidence by the City, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

Any proprietary or confidential information contained in the Tender should be clearly identified.

### 28. Nature of Request for Tender

This RFT does not constitute an offer of any nature or kind whatsoever by the City to the Proponent.

#### 29. Preparation of Tenders

All costs and expenses incurred by the Proponent relating to its Tender will be borne by the Proponent. The City is not liable to pay for such costs and expenses, or to reimburse or to compensate the Proponent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all Tenders or the cancellation of this RFT.

#### 30. Finalizing Terms

This RFT will not constitute a binding agreement, but will only form the basis for the finalization of the terms upon which the City and the Successful Proponent will enter into the contract documentation, and does not mean that the Successful Proponent's Tender is necessarily totally acceptable in the form submitted. After the selection of the Successful Proponent's Tender, the City has the right to negotiate with the Successful Proponent and, as part of that process, to negotiate changes, amendments or modifications to the Successful Proponent's Tender without offering the other proponents, the right to amend their Tenders.

#### 31. Commitment to Negotiate

The Successful Proponent shall execute any documentation, drafted in accordance with the terms of the Successful Proponent's Tender and any subsequent negotiations, within seven (7) days of the date of notification of the Successful Proponent's selection.

Proponents not initially selected as the Successful Proponent hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to thirty (30) days following the date of submission of their Tenders.

### 32. Agreement

A written agreement, prepared by the City shall be executed by the City and the Successful Proponent if the terms are mutually agreeable to all Parties. The award of a contract may be made in writing to the successful proponent by way of a By-law, Resolution or Purchase Order. There is no guarantee that City Council will enter into any Agreement.

Any agreement resulting from this Request for Tender shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

#### 33. Performance

Any undue delays in the execution of the work and/or costs incurred by the City due to inefficiencies in performance on behalf of the Successful Proponent shall be deemed to be the responsibility of that Proponent and as such, any and all costs, as deemed appropriate and reasonable compensation for the City, will be assessed to the Successful Proponent.

#### 34. Conflict Resolution

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfil its obligations; and that each will cooperate in the common endeavour of the contract;
- 2) Both parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first

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through negotiations between the Successful Proponent's representative and the City or representative by means of discussions built around mutual understanding and respect;

- Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator;
- Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration;
- 5) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the City or the Successful Proponent;
- 6) The award of the arbitrator shall be final and binding upon the parties;
- 7) The provisions of the Arbitration Act, 1991 S.O. 1991, Chapter 17 shall apply.

#### 35. Failure to Complete the Work

Should the Successful Bidder be unable to carry out the terms and requirements of the Agreement due to manufacturer's shortage, time delay or discrepancy of any kind, the Successful Bidder shall notify the City immediately at time of order or as it becomes known and the City retains the right to accept or not accept any back order, time delay, product change or discrepancy. The City retains the right to cancel the order in whole or in part and procure the requirements with any other Bidder without any liability to the City.

In the event that the Successful Bidder fails to carry out the terms and requirements of the Agreement in a manner satisfactory to the City, in its sole and absolute discretion, shall have the right to terminate the said work process at any time, upon written notice to the Successful Bidder. The Successful Bidder shall not be entitled to any damages whatsoever by reason of the termination of the work process as aforementioned, nor shall the Successful Bidder be entitled to make any claim under the said work process, except for goods and/or services which shall have been satisfactorily completed at the time of termination.

The Successful Bidder agrees that the City may without liability terminate this entire agreement at any time on seven (7) days written notice to the Successful Bidder as a result of changes in the City's requirements or changes in the availability of funds.

### 36. Indemnification

The Successful Proponent shall indemnify and hold harmless the City, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers from and against any and all liability, loss, claims, demands, legal proceedings, expenses, including but not limited to legal expenses (hereinafter collectively referred to as the "Claims"), when the Claims arise wholly or in part, directly or indirectly, as a result of any wrongful, blameworthy, or negligent acts or omissions, or breach of any terms of this Agreement by the Successful Proponent, or its officers, directors, employees, sub-contractors, agents, representatives or volunteers in the course of providing services pursuant to this Agreement.

This indemnity shall survive the termination, completion, or expiry of this Agreement, and in particular any risk that further Claims against the City are made after the termination, completion, or expiry of this Agreement, such risk is assumed entirely by the Successful Proponent.

City of Temiskaming Shores // PW-RFT-001-2025 // PAGE 15

### 37. Unenforceable Provisions

Should any provision of this document be deemed unenforceable by a court of law, all other provisions shall remain in effect.

### 38. Force Majeure

It is understood and agreed that the Successful Proponent shall not be held liable for any losses resulting if the fulfillment of the terms of the Agreement shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Successful Proponent and which by the exercise of reasonable diligence, the Successful Proponent is unable to prevent. Should the performance of any contract be delayed or prevented herein set forth, the Successful Proponent agrees to give immediate written notice and explanation of the cause and probable duration of any such delay and to provide written notice as to when Contract obligations resume. In any case, such delay shall not exceed the length of time of the interruption/disruption.

### 39. Errors & Omissions

It is understood, acknowledged and agreed that while this Tender includes specific requirements and specifications, and while the City has used considerable efforts to ensure an accurate representation of information in this Tender, the information is not guaranteed by the City to be comprehensive or exhaustive. Nothing in the Tender is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Tender. There will be no consideration of any claim, after submission of Tenders, that there is a misunderstanding with respect to the conditions imposed by the Tender and/or Agreement.

City of Temiskaming Shores // PW-RFT-001-2025 // PAGE 16

Asphalt Markings / Symbols Painting PW-RFT-001-2025

### City of Temiskaming Shores PW-RFT-001-2025 Asphalt Markings / Symbols Painting

### Form of Tender

Each FORM OF QUOTATION 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 Quotation.

The Contractor has carefully examined the Provisions, Plans, Specifications and OPS General Conditions of Contract referred to in the schedule of provisions, and has carefully examined the site and location of the work to be done under this contract. The Contractor understands and accepts the said Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Quotation, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Provisions, Plans, Specifications and General Conditions referred to in the said schedule.

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

I/We, the undersigned, have carefully examined the attached documents and conditions of the Quotation. 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 Quotation.

NOTE: All portions of "Form of Quotation" must be accurately and completely filled out.

#### Prices shall be for 2025

Prices for 2026, 2027 will be negotiated at the anniversary of the contract, before the season. If either of the parties is unable to agree on a fair and reasonable price, in the second or third year, the City reserves the right to re-tender for the supply all materials, labour, supervision, machinery, tools and all other necessary equipment for the application of Symbols markings, as described elsewhere in this document, without claim by the supplier.

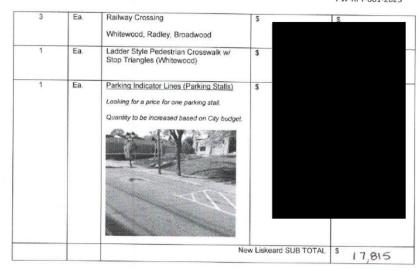
City of Temiskaming Shores // PW-RFT-001-2025

Asphalt Markings / Symbols Painting PW-RFT-001-2025

Section 1 - New Liskeard working area QUANTITY DESCRIPTION UOM UNIT RATE QUOTED BID PRICE 30 Ea. Accessible Parking Spots \$ \$ (Quantity to be reviewed with successful proponent) \$ 2 Ea. School Crossings Dymond Street, Hessle Street 2 Ea. Whitewood and Armstrong Intersection \$ Paget and Whitewood Intersection Includes Ladder Style crossovers and Stop Blocks £ 3 Ea. Intersections \$ Edith/Whitewood, Elm/Armstrong, Broadwood/Lakeshore Border Crosswalks and Stop Blocks 20 Ea. Directional/ multi -directional Arrows \$ 8 Ea. Transit Bus Stop Curbs \$

City of Temiskaming Shores // PW-RFT-001-2025

Asphalt Markings / Symbols Painting PW-RFT-001-2025



#### Section 2 - Haileybury working area

QUANTITY	UOM	DESCRIPTION	UNIT RATE	QUOTED BID PRICE
18	Ea.	Accessible Parking Spots	\$	
3	Ea.	Intersections includes Crosswalks and Stop Blocks Main and Rorke Main and Ferguson Ferguson and Broadway	\$	
8	Ea.	Stop Blocks	s	_
11	Ea.	Directional/Multi-directional Arrows	s	
1	Ea.	Parking Indicator Lines (Parking Stalls) Looking for a price for one parking stall. Quantity to be increased based on City budget. (Picture as above)	\$	
1	Ea.	Ladder Style Pedestrian Crosswalk w/ Stop Triangles (Rorke) and crosswalk	\$	

Asphalt Markings / Symbols Painting PW-RFT-001-2025

3	Ea.	Transit Bus Stop Curb	\$		
			Haileybury SUB TOTAL	S	8 795

#### Section 3 – Parking Lots

QUANTITY	UOM	DESCRIPTION	UNIT RATE	QUOTED BID PRICE
1	LS	Haileybury City Hall – North and South Lots including Boat Parking (no map but can be viewed online)	\$	\$
1	LS	New Liskeard Pool and Fitness	\$	
1	LS	New Liskeard Arena	\$	
1	LS	New Liskeard Tennis Court Lot	s	
1	LS	Spur Line Mini Putt Lot	\$	_
1	LS	Temiskaming Shores Library (Whitewood)	\$	
1	LS	Haileybury Parking Lots Sutherland Way. (Blackwell to Cecil) Broadway St. (Ferguson Ave to Farr) Farr Dr. (Broadway to Main) Lakeview Ave, North Cobalt (Queen St. to Post office)	\$	
1	Ea.	No Parking Zones Looking for a price for one no parking zone. Diagonal hatching. Quantity to be increased based on City budget.	\$	
		Par	king Lots SUB TOTAL	\$ 5.455

#### Section 4 – STATO Path Symbols

QUANTITY	UOM	DESCRIPTION	UNIT RATE	QUOTED BID PRICE	
1	Ea.	Bike Sharrows	\$ 265	\$ 265	
1	Ea.	Bike Symbol	\$ 55	\$ 55	
1	Ea.	Bike Stop Blocks	\$ 45	\$ 45	
1	Linear meter	Line Painting Looking for a price for one linear meter of white. Quantity to be ^ based on City budget	\$ 0.85	\$ 0.85	

#### Asphalt Markings / Symbols Painting PW-RFT-001-2025

TOTALS

Combined Subtotal Ex	cluding HST	32,065	5
	H.S.T (13%)	4, 168.	45
	TOTAL	36,233.	45

\*Lowest combined subtotal is not necessarily the successful proponent as prices will be scrutinized on an individual basis.

#### Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER  $\_ \textit{N/A}\_$  in preparing my/our Tender.

OWNER

Bidder's Authorized Official:

Title:

Authorizing Signature:

Date:

FEBRUART 3 2025

NICK CALDWELL

Form 1 to be submitted.

Asphalt Markings / Symbols Painting PW-RFT-001-2025

#### City of Temiskaming Shores PW-RFT-001-2025 Asphalt Markings / Symbols Painting

#### **Non-Collusion Affidavit**

I/ We <u>NTCM (WCDMC) / CRASS KTW6</u> 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 proposed 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 Tender 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: _	6RASS	KING	this	3	_ day of	FEBRUARY	, 2025.
Signed:			<u>I</u>				
Title:		1010000	OWNER				
Company N	ame:		CHASSI	tN6			
			Form 2 to be s	ubmitted			

Asphalt Markings / Symbols Painting PW-RFT-001-2025

#### City of Temiskaming Shores PW-RFT-001-2025 Asphalt Markings / Symbols Painting

#### **Conflict of Interest Declaration**

Please check appropriate response:

☑ I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Tender 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 Tender submission or the contractual obligations under the Agreement.

List Situations:

In making this Tender 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 RFT process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at: ORASS KING	this _ day of HERUARY, 2025.
Signature:	al
Bidder's Authorized Official:	NICK CALDWELL
Title:	OWNER
Company Name:	GRASS MING

Form 3 to be submitted.

Asphalt Markings / Symbols Painting PW-RFT-001-2025

#### City of Temiskaming Shores PW-RFT-001-2025 Asphalt Markings / Symbols Painting

#### 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:	NICK	CALDI	ELL	Company Nar	ne: _	CALASS	LAN 6	_
Phone N	lumber	70/ 1	12 1221					

Phone Number: 705-647-5574 Email: GRASS KING TIK & OKTLOCK, COM

I, <u>NTU ALDUST</u>, declare that I, or my company, are <u>in full compliance</u> with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

#### OR

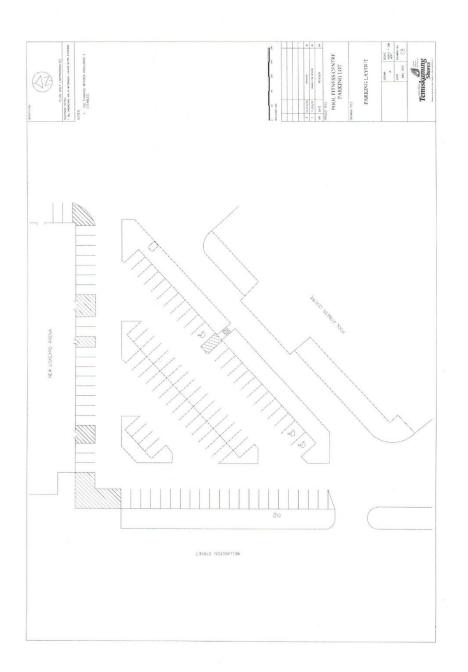
I,\_\_\_\_\_\_\_, declare that I, or my company, are <u>NOT</u> in <u>full compliance</u> with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, please visit: <u>https://www.ontario.ca/page/how-train-yourstaff-accessibility</u>.

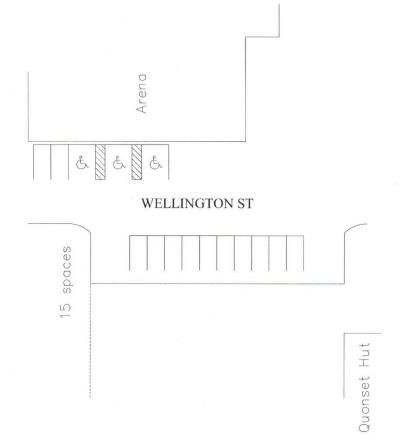
Form 4 to be submitted

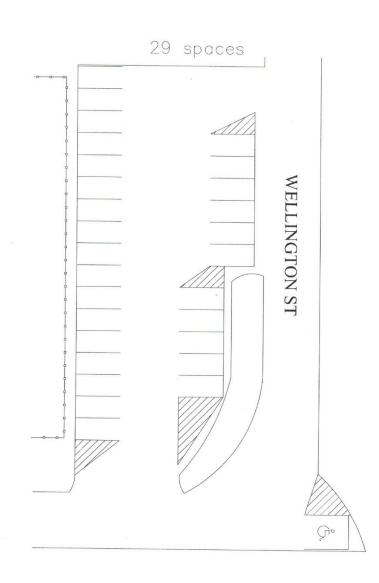
Asphalt Markings / Symbols Painting PW-RFT-001-2025

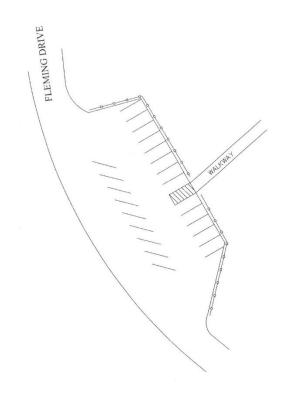
#### City of Temiskaming Shores PW-RFT-001-2025 Asphalt Markings / Symbols Painting

Appendix 01: Available Parking Lot Layouts









21 spaces



City of Temiskaming Shores Administrative Report

Subject:	Tender Award – Granular 'M'	Report No.:	PW-007-2025
		Agenda Date:	March 4, 2025

## Attachments

Appendix 01:2025 Tender Results

Appendix 02: Draft By-Law Agreement

## **Recommendations**

It is recommended:

- 1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-007-2025; and
- 2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Alvin Caldwell Sand and Gravel Ltd., for the supply and stockpile/delivery of Granular 'M' (estimated 12,000 tonne) in the amount of \$9.50 per ton stockpiled, \$14.95 per ton delivered to Haileybury yard, and \$16.00 per ton, delivered to New Liskeard yard, for a total of \$149,850.00, plus applicable taxes, for consideration at the March 18, 2025, Regular Council meeting.

## **Background**

Each year the City of Temiskaming Shores procures the services of an experienced and qualified contractor for the supply, stockpile or delivery of Granular 'M' material for the use on municipal roads within the City of Temiskaming Shores.

The work shall consist of crushing material to meet the Ontario Provincial Standard Specifications (OPSS) 1001 and 1010. These standards provide contractors with specific guidelines on the granular material needed for our roads. The material shall either be stockpiled on contractor property or delivered to City of Temiskaming Shores property. Transportation staff load, direct, place and grade material on roads that require maintenance. Granular 'M' is also used in assisting with road patches, shoulders or landscaping.

In 2025, Tender PWO-RFT-002-2025 was prepared and distributed to previous bidders and posted on the City website with closing date at 2:00 p.m. on February 19<sup>th</sup>, 2025. **Appendix 01** includes the tender results.



## <u>Analysis</u>

Three (3) tenders were received by the closing date.

Bidder	Tender Amount	HST	Total
Robinson Haulage	\$244,500.00	\$31,785.00	\$276,285.00
Alvin Caldwell S&G	\$149,850.00	\$19,480.50	\$169,330.50
Miller Paving Limited	\$181,500.00	\$23,595.00	\$205,095.00

The tender was analysed for errors and/or omissions, and all were found to be correct and complete.

Alvin Caldwell Sand and Gravel submitted the lowest tender price and a fully executed tender. Caldwell has been successful as the Granular M supplier for the City in the past and no concerns with their performance are noted. They are recommended for the award of the contract.

The tendered amount remains within the approved and allotted budget for roadway maintenance.

## Relevant Policy / Legislation / City By-Law

- 2025 Public Works Operating Budget
- By-Law No. 2017-015, Procurement Policy

## **Consultation / Communication**

• Consultation with Transportation Superintendent and Public Works Clerk throughout the RFT.

## 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

Within the Roadside Maintenance account, the approved budget for Loose Top Maintenance is \$180,000.00. Caldwell's subtotal price, plus non-refundable HST is below the budgeted amount. The overall amount of material will dictate the final price.



## **Climate Considerations**

Climate Lens has been complete. Based on the results there are no expectations for increased GHG emissions, increased temperature, or increased precipitation based on this contract. The method of supply and delivery is in line with current operations and no planned changes exist currently. The future use of bio-diesel or electric vehicles to haul material may be a way to reduce GHG, however that will be further down the road when infrastructure can accommodate.

## **Alternatives**

No alternatives were considered.

## **Submission**

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mitch McCrank, CET Manager of Transportation Services Sandra Lee City Manager



Document Title:	PWO-RFT-002-2025 - Supply, Stockpile / Deliver Granular 'M'					
Closing Date:	Wednesday, February 19, 2025	Closing Time:	2:00 p.m.			
Department:	Public Works	Opening Time:	2:45 p.m.			
Attendess vis telesenference: Miercest Teams						

<u>Attendees via teleconference:</u> Microsoft Teams

## **City of Temiskaming Shores:**

Logan Belanger Kelly Conlin Clerk Deputy Clerk		Mitch McCrank Manager of Transportation	
( B	Konem		

Others (Microsoft Teams):

Jessica Caldwell, Millers <u>Submission Pricing</u> Bidder: Ribinson Haulage Clrc.

ltem No.	DESCRIPTION	Quantity	Unit Price	Total
1	GRANULAR "M" 5/8, crushed, stockpiled at Contractor Location within 5km of City of Temiskaming Shores boundary.	6,000 tonnes		
2	GRANULAR "M" 5/8, crushed, hauled and stockpiled at City of Temiskaming Shores Haileybury View Street property.	3,000 tonnes		
3	GRANULAR "M" 5/8, crushed, hauled and stockpiled at City of Temiskaming Shores 200 Lakeshore property.	3,000 tonnes		

276,285,00 TOTAL

	$\rho$	t
Bidder: Muller	Paving	Ud.

No.			
1 6			
	GRANULAR "M" 5/8, crushed, stockpiled at Contractor Location within 5km of City of Temiskaming Shores boundary.	6,000 tonnes	
	GRANULAR "M" 5/8, crushed, hauled and stockpiled at City of Temiskaming Shores Haileybury View Street property.	3,000 tonnes	
	GRANULAR "M" 5/8, crushed, hauled and stockpiled at City of Temiskaming Shores 200 Lakeshore property.	3,000 tonnes	

TOTAL 205,095.00-



Submission Opening

ltem	: AIVIN Caldwell Sand & Gravel DESCRIPTION	Quantity	Unit Price	Total
No.				
1	GRANULAR "M" 5/8, crushed, stockpiled at Contractor Location	6,000		
	within 5km of City of Temiskaming Shores boundary.	tonnes		
2	GRANULAR "M" 5/8, crushed, hauled and stockpiled at City of	3,000		
	Temiskaming Shores Haileybury View Street property.	tonnes		
3	GRANULAR "M" 5/8, crushed, hauled and stockpiled at City of	3,000		
	Temiskaming Shores 200 Lakeshore property.	tonnes		
		1	TOTAL	169 330 50

Bidder:

ltem No.	DESCRIPTION	Quantity	Unit Price	Total
1	GRANULAR "M" 5/8, crushed, stockpiled at Contractor Location within 5km of City of Temiskaming Shores boundary.	6,000 tonnes		
2	GRANULAR "M" 5/8, crushed, hauled and stockpiled at City of Temiskaming Shores Haileybury View Street property.	3,000 tonnes		
3	GRANULAR "M" 5/8, crushed, hauled and stockpiled at City of Temiskaming Shores 200 Lakeshore property.	3,000 tonnes		
			Subtotal	
			HST	
		. [	TOTAL	•

Note: All offered prices are offers only and subject to scrutiny. Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. All proponents whether successful or not will be notified of results, in writing at a later date.

## The Corporation of the City of Temiskaming Shores

#### By-law No. 2025-000

#### Being a by-law to enter into an agreement with Alvin Caldwell Sand and Gravel Ltd. for the Supply and Stockpile/Delivery of Granular 'M'

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 reviewed Administrative Report No. PW-007-2025 at the March 4, 2025 Committee of the Whole Meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Alvin Caldwell Sand and Gravel Ltd., for the supply and stockpile/delivery of Granular 'M' (estimated 12,000 tonnes) in the amount of \$9.50 per ton stockpiled, \$14.95 per ton delivered to the Haileybury yard, and \$16.00 per to delivered to the New Liskeard yard, for a total of \$149,850.00, plus applicable taxes, for consideration at the March 18, 2025, Regular Council meeting; and

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

- That Council authorizes the entering into an agreement with Alvin Caldwell Sand and Gravel Ltd., for the supply and stockpile/delivery of Granular 'M' (estimated 12,000 tonnes) in the amount of \$9.50 per ton stockpiled, \$14.95 per ton delivered to the Haileybury yard, and \$16.00 per to delivered to the New Liskeard yard, for a total of \$149,850.00, plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
- 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 18<sup>th</sup> day of March 2025.

Mayor
Clerk



Schedule "A" to

# By-law 2025-000

Agreement between

# The Corporation of the City of Temiskaming Shores

And

# Alvin Caldwell Sand and Gravel Ltd.

for the supply and stockpile/delivery of Granular 'M' (estimated 12,000 tonnes)

**This agreement** made this 18<sup>th</sup> day of March, 2025.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and

Alvin Caldwell Sand and Gravel 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, Stockpile/ Deliver Granular 'M' Tender No. PWO-RFT-002-2025

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this agreement;
- c) Complete, as certified by the Manager of Transportation Services, all the work by <u>June 30<sup>th</sup>, 2025</u>; and
- d) The time limits referred to in this Agreement may be abridged or extended by mutual agreement by both Parties.

## Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid, at a unit cost of nine-dollars and fifty cents (\$9.50) per ton stockpiled, fourteen dollars and ninety-five cents (\$14.95) per ton delivered to the Haileybury Yard, and sixteen dollars and zero cents (\$16.00) per ton delivered to the New Liskeard yard, 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:

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:	<b>Alvin Caldwell Sand and Gravel Ltd.</b> 437110 Hawn Drive Box502 New Liskeard, ON P0J 1P0
The Owner:	Corporation of the City of Temiskaming Shores P.O. Box 2050 325 Farr Drive Haileybury, Ontario P0J 1K0
The Manager:	The Manager of Transportation Services City of Temiskaming Shores P.O. Box 2050 325 Farr Drive Haileybury, Ontario P0J 1K0
	Remainder of this page left blank intentionally

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

Signed and Sealed in the presence of	) ) )	Alvin Caldwell Sand and Gravel Ltd.
	) ) ) ) ) )	Chuck Caldwell, President
Municipal Seal	) ) ) )	The Corporation of the City of Temiskaming Shores
	) ) ) )	Mayor – Jeff Laferriere
	)	Clerk – Logan Belanger



Appendix 01 to Schedule "A" to

# By-law No. 2025-000

Form of Agreement

# Form of Tender

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

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.

Item No.	Material	Quantity	Unit Price	Total
1	GRANULAR "M" 5/8, crushed, stockpiled at Contractor Location within 5km of City of Temiskaming Shores boundary.	6,000 tonnes	\$9.50	\$57,000
2	GRANULAR "M" 5/8, crushed, hauled and stockpiled at City of Temiskaming Shores Haileybury View Street property.	3,000 tonnes	\$14.95	\$44,850
3	GRANULAR "M" 5/8, crushed, hauled and stockpiled at City of Temiskaming Shores 200 Lakeshore property.	3,000 tonnes	\$16.00	\$48,000
			SUB-TOTAL:	\$149,850
			HST:	\$19,480
			TOTAL	\$169,330.50

I/We hold the prices valid for 30 (thirty) days from submission date.

I/We shall endeavor to complete the work by June 30<sup>th</sup>, 2025.

The specifications ha	ave been read over	and agreed to this 1	9 day of	feb	2025
-----------------------	--------------------	----------------------	----------	-----	------

Company Name Alvin Caldwell Sand andd Gravel Itd	Contact name (please print) Chuck Caldwell
Mailing Address 437110 Hawn Dr Box502 New Liskeard	Title President
Postal Code P0J 1P0	Authorizing signature <i>Charles Caldwell</i> "I have the authority to bind the company/corporation/partnership."
Telephone 705.647.5369	Fax
Cell Phone if possible	Email chuck@caldwellconstruction.ca

#### Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER <u>n/a</u> in preparing my/our Tender.

Bidder's Authorized Official:	Chuck Caldwell
Title:	President
Authorizing Signature:	Charles Caldwell
Date:	19.2.2025

Form 1 to be submitted.

# **Non-Collusion Affidavit**

I/We Chuck Caldwell 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 proposed 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 Tender 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 19

19 day of <u>feb</u> , 2025.

Signed:

Charles Caldwell

Title:

President

Company Name:

Alvin Caldwell Sand andd Gravel Itd

Form 2 to be submitted.

# **Conflict of Interest Declaration**

Please check appropriate response:

☑ I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Tender 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 Tender submission or the contractual obligations under the Agreement.

List Situations:

In making this Tender 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 RFT process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at: New Liskeard	this <u>19</u> day of <u>feb</u> , 2025.
Signature:	Charles Caldwell
Bidder's Authorized Official:	Chuck Caldwell
Title:	President
Company Name:	Alvin Caldwell Sand andd Gravel Itd
	Form 3 to be submitted.

# 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:	Chuck C	aldwell	_ Company	Name:	Alvin Caldwell Sand andd Gravel Itd
Phone N	umber:		Email:	Chuck	Caldwell

I, <u>Chuck Caldwell</u>, declare that I, or my company, are <u>in **full** compliance</u> with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

#### OR

I,\_\_\_\_\_\_, declare that I, or my company, are <u>NOT in full compliance</u> 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, please visit: <u>https://www.ontario.ca/page/how-train-your-staff-accessibility</u>.

Form 4 to be submitted.

# 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	Component

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.

Dated at: New Liskeard this 19 day of feb , 2025.

Signature:

Charles Caldwell

Bidder's Authorized Official:

Title:

President

Chuck Caldwell

Company Name:

Alvin Caldwell Sand andd Gravel Itd

Form 5 to be submitted



City of Temiskaming Shores Administrative Report

Subject:	ct: Housing-Enabling Core Servicing Fund (HECSF)	Report No.:	PW-008-2025
		Agenda Date:	March 4, 2025

## **Attachments**

**Appendix 01:** Message from the Minister of Infrastructure

#### **Recommendations**

It is recommended:

- 1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-008-2025;
- That Council hereby delegates authority to the Mayor and Municipal Clerk to enter into a Transfer Payment Agreement with the Province for the Rehabilitation of Dawson Point Road and Peter's Road under the Housing-Enabling Core Servicing Fund (HECSF), with a maximum provincial contribution of \$2,187,500.00 (50% of the total project cost of \$4,375,000.00); and
- 3. That Council directs staff to prepare the necessary by-law to confirm the Transfer Payment Agreement with the Province of Ontario at a future Regular Council meeting.

## **Background**

In 2024, the provincial government announced that they would be investing \$400M over three years to support projects that promote growth and enable housing. Eligible projects must be cost shared between municipalities and the province; the provincial government will fund a maximum of 50% (up to \$20 million) of project costs, and the municipality is required to fund remaining (a minimum of 50%) project costs.

To be eligible for funding, projects must:

- enable housing development
- be stand-alone or a component of a larger project
- include a capital component and may also include pre-construction planning and design work
- be new construction, rehabilitation/repair, reconstruction or replacement

Provincial stacking is not permitted under this program except for funding received by the Building Faster Fund (BBF) and the Ontario Community Infrastructure Fund (OCIF).



At the Committee of the Whole Meeting held on September 3, 2024, Memo 023-2024-PW was shared with Council. Council directed staff to submit a funding application to the HECS Fund. Potential projects were discussed with Staff and identified the rehabilitation of Dawson Point Road and Peter's Road a viable project. This project was considered by Council at the November 5th, 2024 Committee of the Whole meeting.

The funding application was submitted prior to the deadline, with a total project cost amount of \$4,375,000.00.

The proposed project includes the rehabilitation and widening of approximately 2.0 kilometers of Dawson Point Road and Peter's Road, including intersection improvements in Temiskaming Shores. The work will occur on Dawson Point Road between McKelvie Street and Peter's Road, up to Benoit Drive, and on Peter's Road from Dawson Point Road to Highway 65 East. The project will include pavement rehabilitation, sub-base upgrades, and widening to accommodate pedestrian and cycling traffic. The installation of street lighting, traffic calming measures, and landscaping are also included. Pending engineering detailed design, the final scope of work may differ slightly. Staff will work with the successful consultant to apply the City's Vision Zero Policy to their work.

## <u>Analysis</u>

On January 17, 2025, staff were pleased to receive notification from the Minister of Infrastructure that the Rehabilitation of Dawson Point Road and Peter's Road Project was approved, with a maximum provincial contribution of \$2,187,500.00 (50% of the total project cost amount of \$4,375,000.00).

The funding is conditional upon entering into a Transfer Payment Agreement (TPA) with the province and meeting all outlined conditions of the TPA. Over the next few weeks, ministry staff will be sending detailed communication outlining the terms and conditions of the funding.

Staff recommends that Council delegates authority to the Mayor and Municipal Clerk to enter into a Transfer Payment Agreement with the province for the Rehabilitation of Dawson Point Road and Peter's Road Project under HECSF.

The next steps with preliminary estimated timelines are summarized in the table below:

Schedule	Activity
February 2025	Release Engineering Services RFP



February/March, 2025	Enter into a Transfer Payment Agreement (TPA) with the province
April/May, 2025	Enter into an engineering agreement for completing detailed design, construction tender document preparation, and tendering assistance for 2 phases.
July 2025	Release of construction tender, part 1. This will include Street Lighting Upgrades.
August 2025	Award of construction tender, part 1.
Fall 2025/2026	Complete Engineering and Tender, Award Construction Phase 2.
Spring/Summer 2027	Complete construction project.

Appendix 01 outlines the message from the Minister of Infrastructure.

## Relevant Policy / Legislation / City By-Law

- City of Temiskaming Shores Asset Management Plan (2024)
- Memo No. 023-2024-PW Municipal Housing Infrastructure Program Housing Enabling Core Servicing Stream (September 3, 2024)

## **Consultation / Communication**

- Communication/Consultation with the Senior Management Team
- Manager of Environmental Services with respect to HEWSF
- Review with Finance Team
- Ministry of Infrastructure and Municipal Housing Infrastructure Program officials



## 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 🖂

Soft costs such as engineering services have been budgeted for within 2025 fiscal year.

2025 additional costs will be allocated from the Federal Gas Tax and OCIF Funding. This requires postponing the Collette Street Rehabilitation Project. (Please see Administrative Report PW-009-2025 for further information on this deferral).

Future year construction costs will be budgeted for within the respective fiscal years.

The Manager of Transportation Services will act as the Project Manager for this project.

#### **Climate Considerations**

It is anticipated that an active travel space allotment will be included in the final design of this project. This will result in a high probability that CO2 emissions will be reduced with the promotion of active travel. In addition, the overall construction will be done at a higher standard that currently exists, resulting in improved precipitation management.

#### <u>Alternatives</u>

No alternatives were considered.

#### **Submission**

Prepared by:

"Original signed by"

"Original signed by"

consideration by:

Reviewed and submitted for Council's

Mitch McCrank, CET Manager of Transportation Services Sandra Lee City Manager From: Minister of Infrastructure 
Sent: Friday, January 17, 2025 2:13 PM
To: Logan Belanger <lbelanger@temiskamingshores.ca>
Cc: Municipal Housing Infrastructure Program (MOI) 
MHIP@ontario.ca>; Mitchell McCrank
<mmccrank@temiskamingshores.ca>
Subject: A Message from the Minister of Infrastructure

Logan Belanger

Clerk

The Corporation of the City of Temiskaming Shores

lbelanger@temiskamingshores.ca

Dear Logan Belanger,

Project Title: Rehabilitation of Dawson Point Road and Peter's Road.

Case Number: 2024-08-1-2991556739

#### No. of New Housing Units Enabled: 200

I am pleased to inform you that the Ministry of Infrastructure has approved the above noted project, which was submitted under the Housing-Enabling Core Servicing (HECS) stream of the Municipal Housing Infrastructure Program (MHIP).

The province will contribute a maximum of \$2,187,500 towards the total eligible costs of this project. Your organization is responsible for the municipal contribution of the project as well as any additional costs incurred over the course of the project.

The funding is conditional upon:

- 1. Entering into a comprehensive Transfer Payment Agreement (TPA) with the province.
- 2. Meeting all outlined conditions of the TPA, including provincial Duty-to-Consult (DTC) and Environmental Assessment requirements, as applicable.

Please note: Construction or site preparation cannot begin until the provincial government has provided notification that provincial DTC requirements have been met. Eligible costs for reimbursement must be incurred on or after April 1, 2023. Expenses related to third-party vendor contracts prior to this date are not eligible.

This <u>funding decision is confidential</u> and may not be shared in any public forums or communicated to the media until after February 8, 2025, or until an official announcement is released by the province or your Member of Provincial Parliament (MPP), whichever is earlier. Your organization may be contacted by your local MPP to arrange joint public communications regarding the funding of your organization's project. Kindly acknowledge receipt of this letter and confirm the accuracy of the project details outlined above (i.e., number of new housing units enabled) and send your response to <u>MHIP@ontario.ca</u> by **noon on Friday, January 24, 2025**.

Ministry staff will be sending your organization a detailed communication outlining the terms and conditions of funding by the end of January. They will also continue to work with you to answer any questions and provide additional information as required.

Please note that the province reserves the right, upon short notice, to change the terms and conditions of or cancel the MHIP-HECS program.

If you have any inquiries, please send them to MHIP@ontario.ca.

We look forward to working with your organization to implement this important local infrastructure priority that will enable growth and housing opportunities in communities across Ontario.

Sincerely,

The Honourable Kinga Surma

Minister of Infrastructure

c. mmccrank@temiskamingshores.ca

MHIP@ontario.ca

Logan Belanger

Clerk

Cité de Temiskaming Shores

lbelanger@temiskamingshores.ca

Cher Logan Belanger,

Titre du projet: Rehabilitation of Dawson Point Road and Peter's Road.

Numéro de cas: 2024-08-1-2991556739

#### Nombre de nouveaux logements qui pourront être créés: 200

J'ai le plaisir de vous informer que le ministère de l'Infrastructure a approuvé le projet susmentionné, qui a été soumis dans le cadre du volet Services de base visant la construction de logements (SBCL) du Programme pour l'infrastructure municipale et le logement (PIML).

La province versera une contribution maximale de 2,187,500\$ pour les coûts totaux admissibles de ce projet. Votre organisation est responsable de la contribution municipale au projet ainsi que de tous les coûts supplémentaires encourus au cours du projet.

Le financement est conditionnel à ce qui suit:

- 1. Conclure une entente de paiement de transfert complète avec la province.
- 2. Satisfaire à toutes les conditions énoncées dans l'entente de paiement de transfert, y compris les exigences provinciales en matière d'obligation de consulter et d'évaluation environnementale, le cas échéant.

Veuillez noter : La construction ou la préparation du site ne peut pas commencer tant que le gouvernement provincial n'a pas donné d'avis que les exigences provinciales d'obligation de consulter ont été respectées. Les coûts admissibles au remboursement doivent être engagés à partir du 1er avril 2023. Les dépenses liées à des contrats avec des fournisseurs tiers avant cette date ne sont pas admissibles.

Cette décision de financement est confidentielle et ne peut être partagée dans aucun forum public ou communiquée aux médias avant le 8 février 2025, ou jusqu'à ce qu'une annonce officielle soit publiée par la province ou votre député provincial, selon la première éventualité. Votre organisation peut être contactée par votre député provincial local afin d'organiser des communications publiques conjointes concernant le financement du projet de votre organisation.

Je vous prie de bien vouloir confirmer la réception de cette lettre et de confirmer l'exactitude des détails du projet décrits ci-dessus (c'est-à-dire le nombre de nouveaux logements qui pourront être créés). Veuillez envoyer votre réponse à l'adresse suivante <u>MHIP@ontario.ca</u> avant midi le vendredi 24 janvier 2025.

Le personnel du ministère enverra à votre organisation une communication détaillée décrivant les modalités de financement d'ici la fin du mois de janvier. Ils continueront également à travailler avec

vous pour répondre à toutes les questions et vous fournir des informations supplémentaires au besoin.

Veuillez noter que la province se réserve le droit, à court préavis, de modifier les modalités ou d'annuler le programme PIML-SBCL.

Si vous avez des questions, veuillez les envoyer à l'adresse suivante MHIP@ontario.ca.

Nous sommes impatients de travailler avec votre organisation pour mettre en œuvre cette importante priorité en matière d'infrastructure locale qui favorisera la croissance et les possibilités de logement dans les collectivités de l'Ontario.

Cordialement,

L'honorable Kinga Surma

Ministre de l'Infrastructure

c. mmccrank@temiskamingshores.ca

#### MHIP@ontario.ca

**Confidentiality Warning:** This e-mail contains information intended only for the use of the individual(s) named above. If you have received this e-mail in error, we would appreciate it if you could advise us through the Minister's website at <a href="http://www.ontario.ca/page/ministry-infrastructure">www.ontario.ca/page/ministry-infrastructure</a> and destroy all copies of this message. Thank you.

**Avis de confidentialité:** Ce courriel contient des renseignements destinés uniquement aux personnes dont le nom figure ci-dessus. Si vous le recevez par erreur, nous vous serions très reconnaissants de nous en aviser en vous servant du lien suivant du site du ministre <u>www.ontario.ca/fr/page/ministere-de-linfrastructure</u> et de détruire toute copie de ce message. Merci d'avance.



Subject:	Colette Street Rehabilitation Project	Report No.:	PW-009-2025
		Agenda Date:	March 4, 2025

### <u>Attachments</u>

Appendix 01: N/A

### **Recommendations**

It is recommended:

- 1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-009-2025;
- 2. That Council supports the deferral of the proposed Colette Street Rehabilitation Project until a future fiscal year; and
- 3. That Council approves the reallocation of the Federal Gas Tax and OCIF allocations within the 2025 Budget, to the Rehabilitation of Dawson Point Road and Peter's Road Project, as part of the Housing Enabling Core Servicing Fund, in the amount of \$226,375.00.

### **Background**

Colette Street, in the former Township of Dymond, is a residential street that utilizes a culvert and ditch storm system to flow surface water from roads and properties to a storm outlet along Laurette Street. These culverts and ditches are no longer functioning as they should and have left entrance driveways and the road in a state of disrepair.

The 2025 Budget included a budgeted allowance of \$500,000 for the replacement of the storm system and asphalt road. The 2024 Asset Management plan recognizes that the storm and surface asphalt components have reached the end of their life expectancy. This project would also provide a better roadway for residents, eliminate entrance culverts, and decrease maintenance needs.

Public Works planning and budgeting requires ongoing evaluation of roads from sub-base to surface or below ground infrastructure to surface. The financial components within each option differ greatly.

The project included in the 2025 budget required the replacement of the road from subbase to the surface, including new storm infrastructure.



### <u>Analysis</u>

On January 24<sup>th</sup> 2025, Environmental Staff were made aware of a watermain break on Colette Street.

In review of this emergency work, staff are recommending the Colette Street Rehabilitation Project be deferred until:

- 1. More information can be gathered from the water break, asset management plan, capital plan and Environmental Services Department; and
- 2. Funding and planning for full road reconstruction can be executed.

Staff will continue to monitor the street and provide operational maintenance as required.

The 2025 budget included allocations from the Federal Gas Tax and OCIF to the project. Staff recommend reallocating government funds to the Rehabilitation of Dawson Point Road and Peter's Road Project, as part of the Housing Enabling Core Servicing Fund.

### Relevant Policy / Legislation / City By-Law

• City of Temiskaming Shores Asset Management Plan (2024)

#### **Consultation / Communication**

- Communication/Consultation with the Senior Management Team
- Manager of Environmental Services and Environmental Crew
- Transportation Superintendent and Public Works Clerk

#### 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 will be shifted.

Staff recommend directing government funding in the amount of \$226,375.00 from the 2025 budget to the Rehabilitation of Dawson Point Road and Peter's Road Project (PW-008-2025 - Housing-Enabling Core Servicing Fund (HECSF), dated March 4, 2025).

The municipal contribution would be reduced to \$23,625, saving the City \$250,000. The Public Works Roads Department will continue to clean ditches, and repair entrances, requiring a small increase in staff time.



## **Alternatives**

No alternatives were considered.

### Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mitch McCrank, CET Manager of Transportation Services Sandra Lee City Manager



City of Temiskaming Shores **Administrative Report** 

Subject:	2024 Annual Water Reports	Report No.:	PW-010-2025
		Agenda Date:	March 4, 2025

### Attachments

**Appendix 01:** 2024 New Liskeard Annual Water Report

Appendix 02: 2024 Haileybury Annual Water Report

### **Recommendations**

It is recommended:

- 1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-010-2025, regarding the 2024 Annual Reports for the water systems within the municipality, in accordance with Schedule 22 of O. Reg. 170/03 being a regulation under the Safe Drinking Water Act; and
- 2. That Council hereby directs staff to notify the public of the availability of the 2024 Annual Reports, upon request, and to post the reports on the municipal website.

### **Background**

In accordance with Schedule 22 – Summary of Reports for Municipalities of the Safe Drinking Water Act, more specifically Section 22-2. (1) (a) which states that the owner of a drinking water system shall ensure that, not later than March 31 of each year after 2003, a report is prepared in accordance with subsections (2) and (3) for the preceding calendar year and is given to, in the case of a drinking-water system owned by a municipality, the members of the municipal council.

## <u>Analysis</u>

The Ontario Clean Water Agency (OCWA), being the operating authority for the City of Temiskaming Shores, has submitted the required reports for the water systems for Haileybury and New Liskeard. These reports are attached as Appendices 01 and 02.

Once the reports are acknowledged by Council, a copy will be available upon request for inspection by any member of the public during normal business hours, without charge, in accordance with Section 12 (4) of the Safe Drinking Water Act. Also, it is recommended that public distribution of the documents be provided through the City's website, and that a notice of their availability be placed in the local newspaper (community bulletin) and posted on the City's Facebook page.



### **Relevant Policy / Legislation / City By-Law**

• Schedule 22 of O. Reg. 170/03 – Safe Drinking Water Act

# **Consultation / Communication**

• Consultation with OCWA Staff

### 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 🖂

There are no financial implications related to this subject. Staffing implications related to this process are limited to normal administrative duties.

#### **Climate Considerations**

There are no direct impacts to climate.

#### <u>Alternatives</u>

No alternatives were considered.

#### Submission

Prepared by:

"Original signed by"

consideration by:

Reviewed and submitted for Council's

Steve Burnett Manager of Environmental Services "Original signed by"

Sandra Lee City Manager



# 2024 Annual/Summary Report for the New Liskeard Drinking Water System

#### PREPARED BY

Ontario Clean Water Agency on behalf of the City of Temiskaming Shores

> Date: February 6, 2025 Rev: 0



# **Revision History**

Rev. No.	Date	Prepared by:	Approved by:	Description
0	February 6, 2025	I. Bruneau, PCT	B. Logan, Senior Operations Manager	Revision 0 issued



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Appendix A: Summary of Adverse Water Quality Incidents (AWQIs) Appendix B: Monthly Summary of Microbiological & Operational Test Results



# Background

Municipalities throughout Ontario are required to comply with Ontario Regulation 170/03 made under the Safe Drinking Water Act (SDWA) since June 2003. The Act was passed following recommendations made by Commissioner O'Conner after the Walkerton Inquiry. The Act's purpose is to protect human health through the control and regulation of drinking-water systems. O. Reg. 170/03 regulates drinking water testing, use of licensed laboratories, treatment requirements and reporting requirements.

O. Reg. 170/03 requires the owner to produce an Annual Report, under Section 11. This report must include the following:

- 1. Description of system and chemical(s) used
- 2. Summary of any adverse water quality reports and corrective actions
- 3. Summary of all required testing
- 4. Description of any major expenses incurred to install, repair or replace equipment

This Annual Report must be completed by February 28<sup>th</sup> of each year.

The regulation also requires a Summary Report which must be presented and accepted by Council by March 31<sup>st</sup> of each year for the preceding calendar year reporting period.

The report must list the requirements of the Act, its regulations, the system's Drinking Water Works Permit (DWWP), Municipal Drinking Water Licence (MDWL), Certificate of Approval (if applicable), and any regulatory requirement the system failed to meet during the reporting period. The report must also specify the duration of the failure, and for each failure referred to, describe the measures that were taken to correct the failure.

The Safe Drinking Water Act, 2002 and the drinking water regulations can be viewed at the following website: <u>http://www.e-laws.gov.on.ca</u>.

To enable the Owner to assess the rated capacity of their system to meet existing and future planned water uses, the following information is also required in the report.

- 1. A summary of the quantities and flow rates of water supplied during the reporting period, including the monthly average and the maximum daily flows.
- 2. A comparison of the summary to the rated capacity and flow rates approved in the systems approval, drinking water works permit or municipal drinking water licence or a written agreement if the system is receiving all its water from another system under an agreement.

The two reports have been prepared by the Ontario Clean Water Agency (OCWA) on behalf of the Owner and presented to council as the 2024 Annual/Summary Report.

# Section 11 – Annual Report

# 1. Introduction

Drinking-Water System Name	New Liskeard Drinking Water System		
Drinking-Water System Number	220000344		
Drinking-Water System Owner	The Corporation of the City of Temiskaming Shores		
Drinking-Water System Category	Large Municipal, Residential System		
Municipal Drinking Water Licence No.	218-103-3 (issued July 23, 2021)		
Drinking Water Work Permit No.	218-203-4 (issued July 23, 2021)		
Permit to Take Water No.	4417-AF2JAM (issued November 2, 2016)		
Reporting Period	January 1, 2024 to December 31, 2024		

Does your Drinking-Water System serve more than 10,000 people? No

Is your annual report available to the public at no charge on a web site on the Internet?

Yes at: https://www.temiskamingshores.ca

Location where Report required under O. Reg. 170/03 Schedule 22 will be available for inspection:

City of Temiskaming Shores Municipal Office 325 Farr Drive, P.O. Box 2050 Haileybury, ON POJ 1K0

### Drinking Water Systems that receive drinking water from the New Liskeard Drinking Water System

The New Liskeard Drinking Water System provides drinking water to the communities of New Liskeard and Dymond within the City of Temiskaming Shores.

#### The Annual Report was provided to all connected Drinking Water System Owners

The Ontario Clean Water Agency prepared the 2024 Annual/Summary Report for the New Liskeard Drinking Water System and provided a copy to the system owner; the City of Temiskaming Shores.



#### System Users are notified that the Annual Report is available for viewing through:

- Notice on the City's Facebook page
- Notice in the local newspaper

# 2. Description of the New Liskeard Drinking Water System

The New Liskeard Drinking Water System is owned by The Corporation of the City of Temiskaming Shores and consists of a Class 1 water treatment system and a Class 3 water distribution subsystem. The system is a communal ground water well supply that services the communities of New Liskeard and Dymond. The Ontario Clean Water Agency is the accredited operating authority and is designated as the Overall Responsible Operator for both the water treatment and water distribution facilities.

#### Raw Water Supply

The New Liskeard water treatment plant, located at 301 McCamus Avenue and is supplied by two main production wells; Well No. 3 and Well No. 4.

Well No. 3 was originally constructed on December 2, 1950. It is a 54.9 m deep drilled well equipped with a magnetic flow meter and a vertical turbine pump rated at 2700 L/min. It consists of a 660 mm diameter outer casing and 406 mm inner steel casing with a 7.6 m long stainless steel (shutter style) screen. The well is housed in a secure building located directly across from the water plant.

Well No. 4 was originally constructed on August 13, 1977. It is a 54.9 m deep drilled well also equipped a magnetic flow meter and with a vertical turbine pump rated at 2700 L/min. It consists of a 762 mm diameter outer steel casing, to a depth of 27.4 m and 356 mm inner steel casing, to a depth of 46.3 m with a 7.6 m long stainless steel screen, 30.5 cm in diameter. This well is located inside the water treatment plant building.

There is approximately 23 m of low permeability clay between the ground surface and the aquifer protecting the groundwater from surface spills.

#### Water Treatment

The production wells feed the main water treatment plant that has a maximum rated capacity of 7865 cubic meters per day ( $m^3/d$ ).

The treatment process consists of two iron and manganese removal/pressure filtration systems rated at 94.6 L/s that are filled with Filtronic's Electromedia<sup>®</sup>, a proprietary media. The configuration allows either filter to be supplied with raw water from either of the two wells and the filter effluent is continuously monitored for turbidity and free chlorine residual. The two pressurized filters are automatically backwashed, based on high filter turbidity or maximum filter runtime. Manual backwashes can also be initiated when required. The backwash wastewater is discharged into the municipal sanitary sewage system which flows into the New Liskeard Lagoon.

Prior to filtration, chlorine gas is injected into the water to aid the oxidation process and precipitate the iron and manganese. After filtration, the treated water is re-chlorinated and directed into a contact tank comprised of two clearwells.

#### Water Storage

The clearwells are located directly below the water treatment plant and have a total storage capacity of 271 m<sup>3</sup> (clearwell No. 1: 126 m<sup>3</sup>; clearwell No. 2: 145 m<sup>3</sup>). The baffles in the clearwell help to ensure sufficient chlorine contact time (CT). The free chlorine residual, pH, temperature, level and flow are continuously monitored to ensure adequate primary disinfection before the water enters the distribution system. The two clearwells are connected via an isolation valve to enable either clearwell to be drained for maintenance without compromising a continuous supply of water to users.

Two vertical turbine high lift pumps, equipped with variable frequency drives (VFDs) are each rated at 3272 L/min. They direct the treated water from the clear well to the Shepherdson Road Reservoir and the Dymond Reservoir. If the high lifts are off then the Dymond Reservoir is fed by the Shepherdson Road Reservoir.

The Shepherdson Road Reservoir is located at 150 Shepherdson Road in New Liskeard and has a storage capacity of 1818 m<sup>3</sup>. Three vertical turbine pumps, all equipped with variable frequency drives (VFDs), supply water to pressure zones 2 and 3 in the system. A secondary disinfection system is in place at the reservoir using sodium hypochlorite to boost the chlorine levels leaving the reservoir if required.

The Dymond Reservoir is located at 286 Raymond Street and has a capacity of 1395 m<sup>3</sup>. The reservoir is a single story building with an underground clearwell consisting of four interconnected baffled cells. A second building houses a sodium hypochlorite feed system, if boosting is required and four vertical turbine pumps (equipped with VFDs) two rated at 70 L/s and two rated at 28.1 L/s.

#### Control System

The New Liskeard Water Treatment System is controlled by a dedicated Programmable Logic Controller (PLC) and monitored through a Control System Supervisory Control and Data Acquisition (SCADA) system. All analyzing, monitoring and control module equipment information is routed through the SCADA system for operator monitoring and control. Control of equipment can be accomplished locally using the Human Machine Interface (HMI) touch screen at the New Liskeard water treatment plant or remotely via the SCADA computer located at the Haileybury water treatment plant. Operators can also access the system using their computers



and cell phones. Alarm capability and set point adjustment along with trend monitoring are also available through SCADA system controls.

#### Emergency Power

An emergency stand-by 300 kW diesel powered generator with a 1000L fuel tank is available at the Well No. 3 pump house to ensure continued operation of the water treatment facility during a power outage.

A 230 kW diesel generator with a 2000 L fuel tank is on-site at the Shepherdson Street Reservoir

A 260 kW standby diesel generator with two (2) 1000 L fuel tanks are available at the Dymond Reservoir in case of power failures.

#### **Distribution System**

The New Liskeard Drinking Water System is classified as a Large Municipal Residential Drinking Water System that provides water to the communities of New Liskeard and Dymond. The distribution system consists of approximately 5750 residents and 2300 service connections and is comprised of various pipe materials including cast iron, ductile iron and PVC ranging from 4 to 16 " in New Liskeard and 6 to 12 " in Dymond. Approximately 535 m of 150 mm diameter HDPE feeder main to the Dymond Reservoir was installed in May 2020. There are several isolation valves to allow for the repair and maintenance of selected sections of the distribution system, three air relief valves and five pressure reducing valves. Approximately 313 fire hydrants are connected to the system to aid in fire protection.

This distribution system is broken down into three (3) service zones. It should be noted that the feeder main from the McCamus water treatment plant to the storage reservoir on Shepherdson Road also acts as a distribution line within Zone I. The three zones are supplied with potable water in the following manner:

Zone I – Gravity Zone is supplied with water through a distribution line from the Shepherdson Road Reservoir as well as the feeder main to the reservoir from the WTP. Zone I is isolated from Zones II and III via natural topography and closed valves. Zone I also supplies water from Shepherdson Road to the Dymond Reservoir which feeds the Dymond Distribution System.

Zone II – Intermediate Zone is fed through a separate distribution line from the Shepherdson Road reservoir through pumping. The area is generally comprised of residential units as well as the recently developed (2011) Dymond Industrial Park. The interconnected distribution piping between this zone and Zone I (gravity) is isolated via closed gate valves.

Zone III – High Zone is fed through a separate distribution line from the Shepherdson Road reservoir through pumping. The area is generally comprised of limited industrial users and is the main feed for Temiskaming Hospital.



# 3. List of Water Treatment Chemicals Used

- Chlorine Gas disinfection
- Sodium Hypochloride disinfection; re-chlorination at the reservoirs

All treatment chemicals meet AWWA and NSF/ANSI standards.

# 4. Significant Expense Incurred in 2024

OCWA is committed to maintaining the assets of the drinking water system and sustains a program of scheduled inspection and maintenance activities using a computerized Work Management System (WMS).

Significant maintenance and capital expenses incurred in the system include the following:

- Installed a level logger on Well No. 4,
- Replaced failed pH probe,
- Replaced feed water back flow preventer on Well No. 4,
- Installed new pressure gauges for Well No. 4 singer valves,
- Replaced chlorine residual analyzer (CL-17) photo cell,
- Installed intrusion alarm at the plant,
- Replaced exhaust vents at the water treatment plant and Dymond Reservoir,
- Repaired two compressors,
- Shepherdson Road Reservoir emergency repair of singer valve,
- Shepherdson Road Reservoir installed new pressure transmitter in parallel with current header PT,
- Dymond Reservoir installed new pressure transmitter in parallel with current header PT,
- Manitoulin replaced UV sensor and solenoid,
- Distribution system valve and hydrant replacements,
- Distribution system four (4) emergency watermain repairs,
- Emergency chlorine gasket kits,
- Installed new cellular communication panel (BTP) and antenna for Wonderware,
- Quality and Environmental Management System (QEMS) external surveillance audit conducted by Intertek-SAI Global.

# 5. Details of Notices Reported & Submitted to the Spills Action Center

Based on information kept on record by OCWA, twenty-one (21) adverse water quality incidents (AWQIs) were reported to the Ministry's Spills Action Centre in 2024.

- Thirteen (13) AWQIs were reported for planned maintenance (hydrant and valve replacements). Category 2 repairs resulted in a loss of pressure and the issuance of precautionary boil water advisories.
- Four (4) AWQIs due to emergency water main breaks.
- Three (3) AWQIs due to adverse total coliforms results. One during regular weekly sampling, one after a valve replacement and one after a watermain repair.
- One (1) AWQI due to suspected sewage contamination of a service line. Sewer pipe accidently struck and broke when the service line was being replaced. There was concern that a small amount of sewage entered the service line and distribution main.

Refer to Appendix A for a summary of AWQIs.

# 6. Microbiological Testing

Sample Type	# of Samples	Range of E.coli Results (min to max)	Range of Total Coliform Results (min to max)	# of HPC Samples	Range of HPC Results (min to max)
Raw – Well 3	53	0 to 0	0 to 0	N/A	N/A
Raw – Well 4	53	0 to 0	0 to 1	N/A	N/A
Treated	53	0 to 0	0 to 0	53	< 10 to 160
Distribution	212	0 to 0	0 to 1*	106	< 10 to 60

Table 1: Summary of Microbiological Results

Maximum Acceptable Concentration (MAC) for treated and distribution samples: *E. coli* = 0 CFUs/100 mL and MAC for Total Coliforms = 0 CFUs/100 mL

"<" denotes less than the laboratory's method detection limit

#### Notes:

One microbiological sample is collected and tested each week from the raw and treated water supply. A total of four microbiological samples are collected and tested each week from the distribution system. At least 25% of the distribution samples must be tested for HPC bacteria.

\* One (1) total coliform was detected in a distribution sample collected at No. 783498 Gray Road (Gray Road sewage pumping station). The sample was collected on July 22, 2024 at 11:05 AM. Free chlorine residual = 1.05 mg/L. AWQI No. 165735.

# 7. Operational Testing

Parameter	# of Samples	Range of Results (min to max)	Unit of Measure	
Turbidity – Well 3	52	0.14 to 2.48	NTU	
Turbidity – Well 4	51	0.16 to 1.78	NTU	

#### Notes:

Turbidity samples are required once every month.

Table 3: Continuous Monitoring in the Treatment Process
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Parameter	# of Samples	Range of Results (min to max)	Unit of Measure	Standard
Free Chlorine Residual	8760	0.85 to 2.15	NTU	CT Note 2

#### Notes:

- 1. For continuous monitors 8760 is used as the number of samples.
- 2. CT is the concentration of chlorine in the water times the time of contact that the chlorine has with the water. It is used to demonstrate the level of disinfection treatment in the water. CT calculations are performed for the New Liskeard water plant if the free chlorine residual level drops below 0.40 mg/L to ensure primary disinfection is achieved.

#### Table 4: Summary of Chlorine Residuals in the Distribution System

Parameter	# of Samples	Range of Results (min to max)	Unit of Measure	Standard
Free Chlorine Residual	368	0.45 to 1.68	mg/L	<u>&gt;</u> 0.05

**Note:** A total of seven operational checks for chlorine residual in the distribution system are collected each week. Four (4) samples are tested one day and three (3) on a second day. The sample sets are collected at least 48-hours apart and samples collected on the same day are from different locations.

Refer to *Appendix B* for a monthly summary of the above microbiological and operational test results.

# 8. Chemical Testing

Date of Sample	Nitrate Result	Nitrite Result	Unit of Measure	Exceedance
January 8	< 0.05	< 0.05	mg/L	No
April 8	< 0.05	< 0.05	mg/L	No
July 8	< 0.05	< 0.05	mg/L	No
October 7	< 0.1	< 0.01	mg/L	No

Table 5: Summary of Nitrate & Nitrite Data from the Water Treatment Plant

Maximum Allowable Concentration (MAC) for Nitrate = 10 mg/L and for Nitrite = 1 mg/L

Table 6: Summary of Total Trihalomethane Results from the Distribution System

Date of Sample	THM Result	Unit of Measure	Running Average	Exceedance
January 8	38.7	ug/L	Q1 = 43.4	No
April 8	29.7	ug/L	Q2 = 40.4	No
July 8	63.2	ug/L	Q3 = 55.2	No
October 7	57.6	ug/L	Q4 = 47.3	No

Maximum Allowable Concentration (MAC) for Total Trihalomethanes = 100 ug/L (Four Quarter Running Average)

Table 7: Summary of Total Haloacetic Acid Results from the Distribution System

Date of Sample	Result Value	Unit of Measure	Running Average	Exceedance
January 8	20	ug/L	Q1 = 28.8	No
April 8	18	ug/L	Q2 = 25.5	No
July 8	39	ug/L	Q3 = 29.0	No
October 7	41	ug/L	Q4 = 29.5	No

Maximum Allowable Concentration (MAC) for Total Haloacetic Acid = 80 ug/L (Four Quarter Running Average)

Date of Sample	# of Samples	Field pH (min to max)	Field Temperature (°c) (min to max)	Alkalinity (mg/L) (min to max)	Lead (ug/L) (min to max)
March 20	3	7.01 to 7.72	7.5 to 8.5	219 to 229	< 0.1 to < 0.1
September 9	3	7.53 to 7.55	12.5 to 14.1	219 to 223	< 0.1 to 0.2

Table 8: Summary of Lead Results under Schedule 15.1 (from the distribution system)

Maximum Allowable Concentration (MAC) for Lead -10 ug/L

The system is required to test for total alkalinity and pH in three distribution samples collected during the period of December 15 to April 15 (winter period) and three distribution sample during the period of June 15 to October 15 (summer period). This testing is required in every 12-month period with lead testing in every third 12-month period. Lead testing was performed in 2024.

Next lead sampling is scheduled for 2027.

Parameter	Result Value	Unit of Measure	MAC	MAC Exceedance	½ MAC Exceedance
Antimony	< 0.5	ug/L	6	No	No
Arsenic	< 1.0	ug/L	10	No	No
Barium	104	ug/L	1000	No	No
Boron	97	ug/L	5000	No	No
Cadmium	< 0.1	ug/L	5	No	No
Chromium	2	ug/L	50	No	No
Mercury	< 0.1	ug/L	1	No	No
Selenium	0.5	ug/L	50	No	No
Uranium	< 1	ug/L	20	No	No

Table 9: Most Recent Schedule 23 Inorganic Results from the Water Treatment Plant

**Note:** Sample required every 36 months (sample date = *October 16, 2023).* Next sampling scheduled for October 2026.

Table 10: Most Recent Schedule 24 Organic Results from the Water Treatment Plant

Parameter	Result Value	Unit of Measure	Standard	MAC Exceedance	½ MAC Exceedance
Alachlor	< 0.308	ug/L	5	No	No



Parameter	Result Value	Unit of Measure	Standard	MAC Exceedance	½ MAC Exceedance
Atrazine + N- dealkylated metobolites	< 0.5	ug/L	5	No	No
Azinphos-methyl	< 0.308	ug/L	20	No	No
Benzene	< 0.1	ug/L	1	No	No
Benzo(a)pyrene	< 0.01	ug/L	0.01	No	No
Bromoxynil	< 0.0971	ug/L	5	No	No
Carbaryl	< 3	ug/L	90	No	No
Carbofuran	< 4	ug/L	90	No	No
Carbon Tetrachloride	< 0.2	ug/L	2	No	No
Chlorpyrifos	< 0.231	ug/L	90	No	No
Diazinon	< 0.231	ug/L	20	No	No
Dicamba	< 0.085	ug/L	120	No	No
1,2-Dichlorobenzene	< 0.2	ug/L	200	No	No
1,4-Dichlorobenzene	< 0.3	ug/L	5	No	No
1,2-Dichloroethane	< 0.2	ug/L	5	No	No
1,1-Dichloroethylene (vinylidene chloride)	< 0.3	ug/L	14	No	No
Dichloromethane	< 1	ug/L	50	No	No
2-4 Dichlorophenol	< 0.2	ug/L	900	No	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	< 0.364	ug/L	100	No	No
Diclofop-methyl	< 0.121	ug/L	9	No	No
Dimethoate	< 0.231	ug/L	20	No	No
Diquat	< 0.2	ug/L	70	No	No
Diuron	< 10	ug/L	150	No	No
Glyphosate	< 20	ug/L	280	No	No
Malathion	< 0.231	ug/L	190	No	No
Metolachlor	< 0.154	ug/L	50	No	No



Parameter	Result Value	Unit of Measure	Standard	MAC Exceedance	½ MAC Exceedance
Metribuzin	< 0.154	ug/L	80	No	No
Monochlorobenzene	< 0.5	ug/L	80	No	No
Paraquat	1.3	ug/L	10	No	No
Polychlorinated Biphenyls (PCBs)	< 0.08	ug/L	3	No	No
Pentachlorophenol	< 0.3	ug/L	60	No	No
Phorate	< 0.154	ug/L	2	No	No
Picloram	< 0.085	ug/L	190	No	No
Prometryne	< 0.077	ug/L	1	No	No
Simazine	< 0.231	ug/L	10	No	No
Terbufos	< 0.154	ug/L	1	No	No
Tetrachloroethylene	< 0.3	ug/L	10	No	No
2,3,4,6- Tetrachlorophenol	< 0.3	ug/L	100	No	No
Triallate	< 0.154	ug/L	230	No	No
Trichloroethylene	< 0.2	ug/L	5	No	No
2,4,6-Trichlorophenol	< 0.2	ug/L	5	No	No
2-methyl-4- chlorophenoxyacetic acid (MCPA)	< 6.07	ug/L	100	No	No
Trifluralin	< 0.154	ug/L	45	No	No
Vinyl Chloride	< 0.1	ug/L	1	No	No

**Note:** Sample required every 36 months (sample date = *October 16, 2023*. Next sampling scheduled for October 2026.

### Inorganic or Organic Parameter(s) that Exceeded Half the Standard Prescribed in Schedule 2 of Ontario Drinking Water Quality Standards

No inorganic or organic parameter(s) listed in Schedule 23 and 24 of Ontario Regulation 170/03 (parameters listed in Table 9 and Table 10 of this report) exceeded half the standard found in Schedule 2 of the Ontario Drinking Water Standard (O. Reg.169/03) during the reporting period.

Table 11: Most Recent Sodium Data (from the Water Treatment Plant)

Date of Sample	# of Samples	Result Value	Unit of Measure	MAC	Exceedance
October 16, 2023	1	17	mg/L	20	No

**Note:** Sample required every 60 months. Next sampling scheduled for October 2028.

The aesthetic objective for sodium in drinking water is 200 mg/L at which it can be detected by a salty taste. It is required that the local Medical Officer of Health be notified when the concentration exceeds 20 mg/L so that persons on sodium restricted diets can be notified by their physicians.

### Table 12: Most Recent Fluoride Data Sampled at the Water Treatment Plant

Date of Sample	# of Samples	Result Value	Unit of Measure	MAC	Exceedance
October 16, 2023	1	0.70	mg/L	1.5	No

Note: Sample required every 60 months. Next sampling scheduled for October 2028.

# 9. Additional Testing Performed in Accordance with a Legal Instrument

Section 2.0 to Schedule D of Municipal Drinking Water Licence #218-103-3 issued on July 23, 2021 provides relief from regulatory requirements Schedule 1-2(2) 4i and 16-3(1) 4 which states that:

Notwithstanding the provisions of Ontario Reg. 170/03, the Owner is not required to comply with the following:

- The free chlorine residual at 399 Radley Hill Road is never less than 0.05 mg/L.
- A result indicating that the free chlorine residual is less than 0.05 mg/L in a sample of drinking water at 399 Radley Hill Road is an adverse result of a drinking water test for the purpose of section 18 of the Ontario Safe Drinking Water Act (SDWA, 2002) if a report under subsection 18(1) of the SDWA has not been made in respect of free chlorine residual in the preceding 24 hours.

In exchange, the following conditions apply:

- An ultraviolet light (UV) point of entry treatment unit owned or leased by the owner of the system is connected to the plumbing of every building and other structure that is served by the drinking water system at 399 Radley Hill Road.
- The UV unit(s) is validated through biodosimetry testing for a dose of 40 mJ/cm<sup>2</sup>.



- In the event that the UV unit malfunctions, loses power or ceases to provide the appropriate level of disinfection:
  - The UV unit has a feature that ensures that no water is directed to users of water treated by the unit and a certified operator takes appropriate action at the location where the unit is installed if such an event occurs before water is again directed to users of water treated by the unit, or
  - The UV unit has a feature that causes an alarm to sound immediately at the building or structure where the point of entry treatment unit is installed and a location where a certified operator is present, if a certified operator is not always present at the building or structure where the point of entry treatment unit is installed. If an alarm sounds, a certified operator must take appropriate action as soon as possible.

### Table 13: Summary of UV Dosage

UV System	# of Samples	Range of Results (min to max)	Unit of Measure	Standard
UV Unit	189	68.9 to 334.6	mJ/cm <sup>2</sup>	40

# Schedule 22 – Summary Reports for Municipalities

# **10. Requirements the System Failed to Meet**

The following table lists the requirements of the Safe Drinking Water Act (2002), the drinking water regulations, the Permit to Take Water (PTTW), the Municipal Drinking Water Licence (MDWL), the Drinking Water Works Permit (DWWP), and any other orders applicable to the system that were not met at any time during the reporting period.

According to information kept on record by OCWA, the New Liskeard Drinking Water System failed to meet the following requirements which were identified in the MECP inspection report March 27, 2024.

Table 14: Requirements the System Failed to Me	et
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Legislation	Requirement(s) not Met	Duration	Corrective Action(s)
O. Regulation 128/04	Logbooks were not properly maintained by City operators. They are not recording the beginning of each operating shift.	Issue addressed through training on April 26, 2024.	City provided training to their operational staff and provided training records to the MECP. Five pages of the Environmental Superintendent's diary indicating the time of day for the beginning and ending of each shift was provided to the MECP.
O. Regulation 170/03, Municipal Drinking Water License (MDWL) No. 218-103, Drinking Water Works Permit (DWWP) No. 218-203	All parts of the drinking water system were not disinfected as required under the DWWP. Disinfection procedures required under AWWA Std. C654 were not properly carried out for the replacement of Well No. 4 pump.	November 22 and 23, 2023	The City developed an SOP which will be provided to the contractors and/or Engineers as part of the Scope of the Work for future projects. An OCWA certified operator will be on-site to oversee, monitor and ensure proper documentation of the project. The Owner will have meetings with OCWA (the ORO) and the contractor and/or Engineer prior to the start of the work and after the work is complete to ensure compliance with the procedures.

Also noted in this section, twenty-one (21) adverse water quality incidents were reported to the Ministry's Spills Action Center during the reporting period. Refer to *Section 5* - Details of Notices Reported & Submitted to the Spills Action Center on page 7 of this report for details.

# **11. Summary of Quantities and Flow Rates**

# **11.1 Flow Monitoring**

Municipal Drinking Water Licence (MDWL) No. 218-103 requires the owner to install a sufficient number of flow measuring devices to permit the continuous measurement and recording of:

- the flow rate and daily volume of water conveyed from the treatment system to the distribution system,
- the flow rate and daily volume of water conveyed into the treatment system.

The systems' Permit to Take Water (PTTW) No. 4417-AF2JAM requires that on each day water is taken from the source, the date, the volume of water taken on that date and the rate at which it was taken be recorded.

The New Liskeard drinking water system has two flow meters to monitor the raw water from each well entering the treatment plant and one to monitor the treated water entering the distribution system. These flow metering devices were calibrated in accordance to manufacturers' specifications on an annual basis and are operating as required.

## 11.2 Rated Capacity & Flow Rates

The system's PTTW No. 4417-AF2JAM allows the plant to withdraw a maximum volume of 4000 cubic meters from each well each day and a total combined volume of 8000 cubic meters each day. A review of the raw water flow data indicates that the system did not exceed these allowable limits. The raw water flow data indicates that the total daily volume of water taken from each well never exceeded the allowable limits. The maximum water taking from Well No. 3 was 2921 m<sup>3</sup>, the maximum taking from Well No. 4 was 3052 m<sup>3</sup> and the combined maximum was 5670 m<sup>3</sup>.

The Permit also allows a maximum flow rate of 4500 L/minute from each well. Well No. 3 and Well No. 4 operated within their allowable flow rates having a maximum flow rate of 3740 and 3052 L/minute respectively.

Condition 1.0 (1.1) to Schedule C of MDWL No. 218-103 states that the maximum daily volume of treated water that flows from the treatment subsystem to the distribution system not exceed a maximum flow of 7865 m<sup>3</sup> on any calendar day. The New Liskeard DWS complied with this limit having a recorded maximum volume of 5386 m3/day, which is 68% of the rated capacity.

The following tables (Table 14, Table 15, Table 16 and Table 17) indicate the quantities and flow rates of water taken and produced during the reporting period, including monthly average flows,

maximum daily flows and total monthly volumes. A comparison of the water data is made to the rated capacity and flow rates specified in the system's Permit to Take Water and the Municipal Drinking Water License.

Figure 1 is a comparison of the maximum allowed water taking identified in the system's PTTW to the average and maximum raw water flows entering the water treatment plant.

Figure 2 is a comparison of the maximum rate specified in the system's MDWL to the average and maximum flows entering the treatment system.

Table 18 lists historical maximum raw and treated flows from 2018 to 2024.

### Table 15: 2024 – Monthly Summary of Water Takings from the Source (Well No. 3)

Well No. 3	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Total Volume (m <sup>3</sup> )	61589	64521	68391	67204	66204	63242	70147	64908	50488	51901	50656	52282	731533
Average Volume (m <sup>3</sup> /d)	1987	2225	2206	2240	2136	2108	2263	2094	1683	1674	1689	1686	1999
Maximum Volume (m³/d)	2678	2765	2852	2770	2650	2528	2854	2921	2285	2298	2306	2591	2921
PTTW - Maximum Allowable Volume (m³/day)	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
Maximum Flow Rate (L/min)	3740	3527	3689	3219	3254	3252	3231	3676	3561	3556	3609	3700	3740
PTTW - Maximum Allowable Flow Rate (L/min)	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500

Regulated by Permit to Take Water (PTTW) #4417-AF2JAM, issued November 2, 2016

## Table 16: 2024 – Monthly Summary of Water Takings from the Source (Well No. 4)

Regulated by Permit to	Take Water	(PTTW)	#4417-AF21AM	issued November	2 2016
Regulated by Fernite to	Tuke wuter	(1 1 1 4 4 )	/ // + + 1 / / ( 2 ) / ( * )	, issued inoverniser	2,2010

Well No. 4	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Total Volume (m <sup>3</sup> )	59260	60180	65895	60157	62839	62035	66536	64459	54621	52151	48953	50005	707090
Average Volume (m <sup>3</sup> /d)	1912	2075	2126	2005	2027	2068	2146	2079	1821	1682	1632	1613	1932
Maximum Volume (m³/d)	2715	2872	2638	2545	2551	2931	3052	2660	2323	2217	1964	2460	3052
PTTW - Maximum Allowable Volume (m³/day)	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
Maximum Flow Rate (L/min)	2891	2812	2725	2891	2908	2896	2896	2902	2900	2894	2880	2860	2908
PTTW - Maximum Allowable Flow Rate (L/min)	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500



Combined (Well 3 & 4)	Jan	Feb	Mar	Apr	Мау	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Total Volume (m <sup>3</sup> )	120849	124701	134286	127360	129043	125277	136683	129367	105110	104052	99609	102286	1438623
Average Volume (m <sup>3</sup> /d)	3898	4300	4332	4245	4163	4176	4409	4173	3504	3357	3320	3300	3931
Maximum Volume (m³/d)	4363	4656	4652	4613	5025	5246	5670	5388	3927	3949	4039	5051	5670
PTTW - Maximum Allowable Flow Rate (L/min)	8000	8000	8000	8000	8000	8000	8000	8000	8000	8000	8000	8000	8000

Table 17: 2024 – Monthly Summary of Combined Water Takings from the Source (Wells 3 & 4)

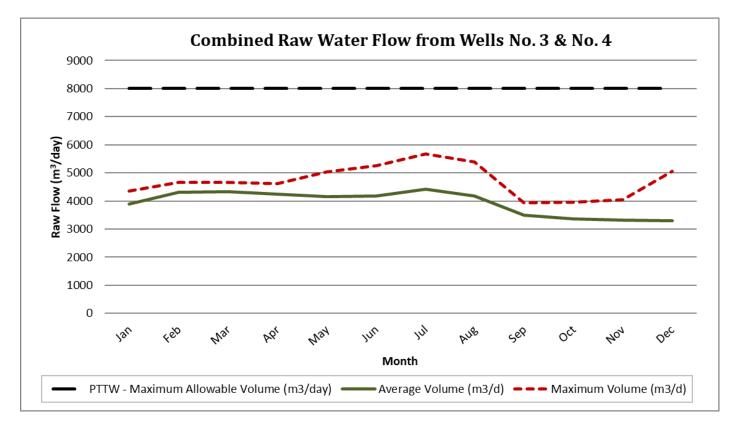


Figure 1: Comparison of Raw Water Flows to the Maximum Allowable Water Taking



#### Table 18: 2024 – Monthly Summary of Treated Water Supplied to the Distribution System

Treatment Plant	Jan	Feb	Mar	Apr	Мау	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Total Volume (m <sup>3</sup> )	114922	117748	126056	119419	120136	116779	127416	120588	97293	96610	92572	95239	1344780
Average Volume (m <sup>3</sup> /d)	3707	4060	4066	3981	3875	3893	4110	3890	3243	3116	3086	3072	3675
Maximum Volume (m <sup>3</sup> /d)	4134	4367	4313	4366	4663	4962	5386	5102	3642	3687	3782	4688	5386
MDWL - Rated Capacity (m <sup>3</sup> /day)	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865

Regulated by Municipal Drinking Water Licence (MDWL) #218-103-3, issued July 23, 2021

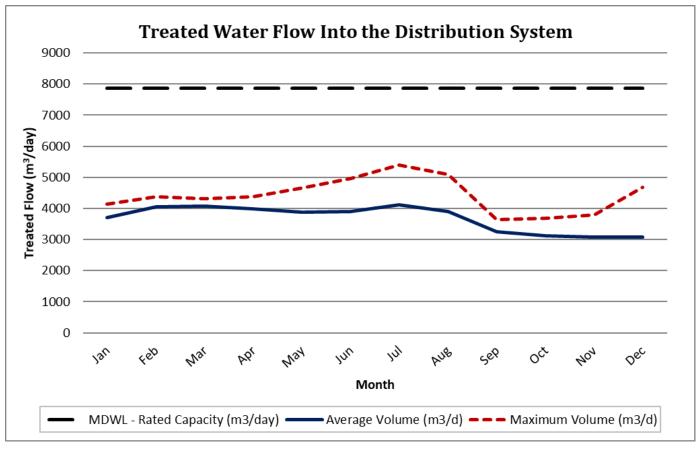


Figure 2: Comparison of Treated Flows to the Maximum Rated Capacity



# **11.3 System Performance**

The following information is provided to enable the Owner to assess the capability of the system to meet existing and future water usage needs:

Rated Capacity of the Plant (MDWL)	7865 m³/day	
Average Daily Flow for 2024	3675 m³/day	47% of the rated capacity
Maximum Daily Flow for 2024	5386 m <sup>3</sup> /day	68 % of the rated capacity
Total Treated Water Produced in 2024	1,344,780 m <sup>3</sup>	

Year	Maximum Raw Flow (m³/d)	Max. Day % of PTTW Allowable (8000 m3/d)	Maximum Treated Flow (m <sup>3</sup> /d)	Max. Day % of MDWL Capacity (7865 m <sup>3</sup> /d)
2024	5670	71%	5386	68%
2023	5296	66%	5073	65%
2022	5211	65%	4984	63%
2021	4885	61%	4708	60%
2020	5921	74%	6326	80%
2019	5464	68%	6112	78%
2018	6163	77%	5993	76%

Table 19: 2024 – Historical Maximum Flows (2018 to 2024)

# Conclusion

The water quality data collected in 2024 demonstrates that the New Liskeard drinking water system provided high quality drinking water to its users.

The system was able to operate in accordance with the terms and conditions of the Permit to Take Water and in accordance with the rated capacity of the Municipal Drinking Water Licence while meeting the community's demand for water use.

Any non-compliances that were identified during the reporting period were addressed promptly and effectively. All Adverse Water Quality Incidents and events that occurred were reported to the Local Health Unit and the Ministry's Spills Action Center as required. All corrective actions were completed and the incidents were resolved as soon as possible.



# APPENDIX A Summary of Adverse Water Quality Incidents (AWQIs)

# Notices Reported & Submitted to the Spills Action Center

AWQI No.	164307
Date	January 8, 2024
Details	A loss of pressure occurred to 3 homes at the end of Robin Street during a category 1 watermain repair on Dawson Point Road. The homes were located at a higher elevation than the repair which resulted in the lost pressure.
	The local Health Unit was notified and issued a precautionary boil water advisory (BWA) for the 3 homes. The Health Unit advised that one sample be collected at a hydrant located across the street from the last house which is a dead end (264 Robin Street).
Corrective Actions	After the watermain repair was complete, the pressure was restored and the area was flushed until an acceptable chlorine residual was achieved (0.72 mg/L).
	Two bacteriological samples were collected 24 hours apart on January 8 <sup>th</sup> and 9 <sup>th</sup> at the hydrant. Sample results indicated zero total coliforms and <i>E.coli</i> .
	The BWA was lifted on January 11 <sup>th</sup> at 2:20 PM.

# Incident #1: Emergency Repair/ Loss of Pressure / BWA

### Incident #2: Planned Service Line Replacement with Potential Sewage Contamination

AWQI No.	164453
Date	February 7, 2024
Details	The City of Temiskaming Shores was replacing a copper water service at 64 Armstrong Street in New Liskeard (OK Tire) when a sewage pipe was accidently struck and broke. There was concern that a small amount of sewage entered the service line and distribution main. The area affected included the following businesses: OK Tire, Rene's Garage, Scotia Bank, and Temiskaming Vision Care.
Corrective Actions	The local Health Unit issued a BWA for the affected businesses.
	A Disinfection and Sampling was developed with the local MOH and MECP.

# **Notices Reported & Submitted to the Spills Action Center**

### Incident #2: Planned Service Line Replacement with Potential Sewage Contamination

Disinfection: follow disinfection requirements for a Category 2 watermain break.
Sampling: 2 sets of 4 bacteriological and chlorine residual samples to be collected 24 hours apart at all 4 businesses. Additional chlorine residual sampling to be done on the third day and prior to lifting the BWA. Samples were collected on February 7 <sup>th</sup> and 8 <sup>th</sup> and all results were acceptable having no total coliforms or <i>E.</i> <i>coli</i> . Free chlorine residuals were tested on February, 7 <sup>th</sup> , 8 <sup>th</sup> , 9 <sup>th</sup> and 12 <sup>th</sup> and results ranged from 0.51 mg/L to 1.75 mg/L.
The BWA was lifted on February 12, 2024 at 12:20 PM.

AWQI No.	164872
Date	April 24, 2024
Details	A fire hydrant replacement on a dead end resulted in a loss of pressure to 1 business at 200 Riverside Drive.
	The local Health Unit was notified on and issued a precautionary BWA for the affected area.
Corrective Actions	After the work was complete and pressure restored, the area was flushed until an acceptable chlorine residual was achieved.
	Two sets of 3 bacteriological samples were collected (2 upstream and 1 near the site of the work) 24 hours apart on April 25 <sup>th</sup> and 26 <sup>th</sup> . All results were acceptable having zero total coliforms and <i>E.coli</i> .
	The BWA was lifted on April 29, 2024 at 8:45 AM .

### Incident #3: Category 2 - Planned Watermain Repair / Loss of Pressure / BWA

AWQI No.	164946
Date	May 14, 2024

### Incident #4: Category 2 - Planned Watermain Repair / Loss of Pressure / BWA

# Notices Reported & Submitted to the Spills Action Center

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Details	A planned valve replacement resulted in a loss of pressure to 30 homes on Pine Street West (from Beavis Terrance to Heard Street) and on Heard Street (from Pine Street West. to Haliburton West).
	The local Health Unit issued a precautionary BWA for the affected residences.
Corrective Actions	After the work was complete and pressure restored, the area was flushed until an acceptable chlorine residual was achieved (0.89 mg/L).
	Two sets of 3 bacteriological samples were collected (1 upstream, 1 downstream and 1 near the site of the work) on May 14 <sup>th</sup> and 15 <sup>th</sup> . All results were acceptable having zero total coliforms and <i>E.coli</i> .
	The BWA was lifted on May 21, 2024 at 9:15 AM .

### Incident #4: Category 2 - Planned Watermain Repair / Loss of Pressure / BWA

### Incident #5: Category 2 - Planned Watermain Repair / Loss of Pressure / BWA

AWQI No.	165433
Date	July 4, 2024
Details	A planned valve replacement resulted in a loss of pressure to 25 homes on Helmer Pedersen Drive (from Shepherdson Rd. to Nixon Cres.).
	The local Health Unit issued a precautionary BWA for the affected homes.
Corrective Actions	After the work was complete and pressure restored, the area was flushed until an acceptable chlorine residual was achieved (1.03 mg/L).
	Two sets of 3 bacteriological samples were collected (1 upstream, 1 downstream and 1 near the site of the work) on July 4 <sup>th</sup> and 5 <sup>th</sup> . All results were acceptable having zero total coliforms and <i>E.coli</i> .
	The BWA was lifted on July 8, 2024 at 10:05 AM.

# Notices Reported & Submitted to the Spills Action Center

AWQI No.	165636
Date	July 17, 2024
Details	A planned valve replacement on Farah Avenue resulted in a loss of pressure to 20 homes.
	The local Health Unit issued a precautionary BWA for the affected residences.
Corrective Actions	After the work was complete and pressure restored, the area was flushed until an acceptable free chlorine residual was achieved (0.63 mg/L).
	Two sets of 3 bacteriological samples were to be collected (upstream, downstream and near the site of the work) 24 to 48 hours apart on July 19 <sup>th</sup> and 20 <sup>th</sup> . The upstream sample collected on July 19 <sup>th</sup> at 10:23 AM from 150 Shepherdson Road had a result of one (1) total coliform (AWQI No. 165677).
	Two sets of four (4) re-samples were collected on July 20 <sup>th</sup> and 21 <sup>st</sup> in response to this adverse result and to lift the BWA. Sample results were acceptable having zero total coliforms and <i>E.coli</i> .
	The BWA was lifted on July 23 <sup>rd</sup> at approximately 10:45 AM.

### Incident #6: Category 2 - Planned Watermain Repair / Loss of Pressure / BWA

AWQI No.	165650
Date	July 18, 2024
Details	A planned valve replacement resulted in a loss of pressure to approximately 20 commercial buildings on Hwy 11 and Brazeau Blvd. in the Dymond Industrial Park. The local Health Unit issued a precautionary BWA for the affected area.
Corrective Actions	After the work was complete and pressure restored, the area was flushed until an acceptable chlorine residual was achieved (0.75 mg/L).

# Incident #7: Category 2 - Planned Watermain Repair / Loss of Pressure / BWA

# Notices Reported & Submitted to the Spills Action Center

## Incident #7: Category 2 - Planned Watermain Repair / Loss of Pressure / BWA

Two sets of 3 bacteriological samples were collected (1 upstream, 1 downstream and 1 near the site of the work) 24 hours apart on July 22 <sup>nd</sup> and 23 <sup>rd</sup> . All results were acceptable having zero total coliforms and <i>E.coli</i> .
The Health Unit provided the BWA lifted notices on July 26th, 2024 at 3:00 PM.

### Incident #8: Total Coliforms

AWQI No.	165677
Date	July 20, 2024
Details	One (1) total coliform was detected in a distribution sample collected at 150 Shepherdson Road. The sample was collected on July 19 <sup>th</sup> at 10:23 AM (free chlorine residual = 1.07 mg/L).
	The sample was collected after valve replacement (AWQI 165636).
Corrective Actions	Re-samples (upstream, downstream and the site of the adverse result) were collected on July 20 <sup>th</sup> and 21 <sup>st</sup> and results were acceptable have zero total coliforms and <i>E. coli</i> .
	The BWA was lifted on July 23 <sup>rd</sup> at approximately 10:45 AM.
	The incident was resolved with the submission of the Notice of Issue Resolution report and resample results to SAC, the local Health Unit, the local MECP and Owner on July 23, 2024.

### Incident #9: Total Coliforms

AWQI No.	165735
Date	July 22, 2024
Details	One (1) total coliform was detected in a distribution sample collected at No. 783498 Gray Road (Gray Rd. SPS). The sample was collected on July 22 <sup>nd</sup> at 11:05 AM (free chlorine residual = 1.05 mg/L).

## Notices Reported & Submitted to the Spills Action Center

#### Incident #9: Total Coliforms

Correcti	ve Actions	Re-samples (upstream, downstream and the site of the adverse result) were collected on July 24 <sup>th</sup> . All results were acceptable having zero total coliforms and <i>E.coli</i> .
		The incident was resolved with the submission of the Notice of Issue Resolution report and resample results to SAC, the local Health Unit, the local MECP and Owner on July 26, 2024.

AWQI No.	165861
Date	August 1, 2024
Details	A loss of pressure occurred for 15 homes and 1 commercial building on Grills Street and Regina Street due to a planned valve replacement.
	The local Health Unit issued a precautionary BWA for the affected area.
Corrective Actions	After the work was complete and pressure restored, the area was flushed until an acceptable free chlorine residual was achieved (1.21 mg/L).
	Two sets of 3 bacteriological samples were to be collected (upstream, downstream and near the site of the work) 24 hours apart on August 1 <sup>st</sup> and 2 <sup>nd</sup> . Sample results were acceptable having zero total coliforms and <i>E.coli</i> .
	The BWA was lifted on August 6 <sup>th</sup> at approximately 11:45 AM

#### Incident #10: Category 2 - Planned Watermain Repair / Loss of Pressure / BWA

#### Incident #11: Category 2 - Emergency Watermain Break / Loss of Pressure / BWA

AWQI No.	165908
Date	August 6, 2024
Details	A category 2 watermain break/repair resulted in a loss of pressure to 5 homes on Lakeshore Road.

## Notices Reported & Submitted to the Spills Action Center

	The local Health Unit issued a precautionary BWA for the affected area.
Corrective Actions	After the work was complete and pressure restored, the area was flushed until an acceptable free chlorine residual was achieved (0.99 mg/L).
	Two sets of 3 bacteriological samples were to be collected (upstream, downstream and at the site of the work) 24 hours apart on August 8 <sup>th</sup> and 9 <sup>th</sup> . Sample results were acceptable having zero total coliforms and <i>E.coli</i> . The BWA was lifted on August 12 <sup>th</sup> at approximately 10:10 AM.
	The DWA was inted on August 12 at approximately 10.10 AW.

#### Incident #11: Category 2 - Emergency Watermain Break / Loss of Pressure / BWA

AWQI No.	166142
Date	August 29, 2024
Details	A planned hydrant and valve replacement resulted in a loss of pressure to 40 homes on Pine Street West between Lane Street and Kennedy Street.
	The local Health Unit issued a precautionary BWA for the affected area.
Corrective Actions	After the work was complete and pressure restored, the area was flushed until an acceptable free chlorine residual was achieved (0.99 mg/L).
	Two sets of 3 bacteriological samples were to be collected (1 upstream, 1 downstream and 1 near the site of the work) 24 hours apart on August 29 <sup>th</sup> and 30 <sup>th</sup> . Sample results were acceptable having zero total coliforms and <i>E.coli</i> .
	The BWA was lifted on September 2 <sup>nd</sup> at 10:00 AM.

#### Incident #12: Category 2 – Planned Watermain Repair / Loss of Pressure / BWA

## Notices Reported & Submitted to the Spills Action Center

AWQI No.	166162
Date	August 30, 2024
Details	A planned valve replacement resulted in a loss of pressure to the New Liskeard Public School.
	The local Health Unit issued a precautionary BWA for the school.
Corrective Actions	After the work was complete and pressure restored, the area was flushed until an acceptable free chlorine residual was achieved (1.15 and 0.99 mg/L).
	Two sets of 3 bacteriological samples were to be collected (2 upstream, and 1 near the site of the work) 24 hours apart on August 30 <sup>th</sup> and 31 <sup>st</sup> . Sample results were acceptable having zero total coliforms and <i>E.coli</i> .
	The BWA was lifted on September 2 <sup>nd</sup> at 10:00 AM.

#### Incident #13: Category 2 - Planned Watermain Repair / Loss of Pressure / BWA

AWQI No.	166186
Date	September 4, 2024
Details	Replacement of an isolation valve resulted in a loss of pressure to 47 homes on Crystal Crescent between Laurette Street to Driftwood Drive.
	The local Health Unit issued a precautionary BWA for the affected area.
Corrective Actions	After the work was complete and pressure restored, the area was flushed until an acceptable free chlorine residual was achieved (0.68 mg/L).
	Two sets of 3 bacteriological samples were to be collected (1 upstream, 1 downstream and 1 near the site of the work) 24 hours apart on September 4 <sup>th</sup> and 5 <sup>th</sup> . Sample results were acceptable having zero total coliforms and <i>E.coli</i> .
	The BWA was lifted on September 6 <sup>th</sup> at approximately 2:00 PM.

#### Incident #14: Category 2 - Planned Watermain Repair / Loss of Pressure / BWA

## Notices Reported & Submitted to the Spills Action Center

AWQI No.	166261
Date	September 11, 2024
Details	A planned valve and hydrant replacement resulted in a loss of pressure to two commercial buildings on Grant Drive in Dymond (Walmart and Canadian Tire)
	The local Health Unit issued a precautionary BWA for the affected buildings.
Corrective Actions	After the work was complete and pressure restored, the area was flushed until an acceptable free chlorine residual was achieved (0.68 mg/L).
	Two sets of 3 bacteriological samples were collected (1 upstream, 1 downstream and 1 near the site of the work) 24 hours apart on September 16 <sup>th</sup> and 17 <sup>th</sup> . Sample results were acceptable having zero total coliforms and <i>E.coli</i> .
	The BWA was lifted on September 19 <sup>th</sup> at approximately 11:15 AM.

#### Incident #15: Category 2 - Planned Watermain Repair / Loss of Pressure / BWA

#### Incident #16: Category 2 - Planned Watermain Repair / Loss of Pressure / BWA

AWQI No.	166509
Date	October 1, 2024
Details	A planned valve and hydrant replacement resulted in a loss of pressure to one industrial building at 375 Shepherdson Road.
	The local Health Unit issued a precautionary BWA for the affected building.
Corrective Actions	After the work was complete and pressure restored, the area was flushed until an acceptable free chlorine residual was achieved (0.85 mg/L and 1.03 mg/L).
	Two sets of 3 bacteriological samples were collected (1 upstream, 1 downstream and 1 near the site of the work) 24 hours apart on October 2 <sup>nd</sup> and 3 <sup>rd</sup> . Sample results were acceptable having zero total coliforms and <i>E.coli</i> .

**Corrective Actions** 

## Notices Reported & Submitted to the Spills Action Center

#### Incident #16: Category 2 - Planned Watermain Repair / Loss of Pressure / BWA

The BWA was lifted on October 7<sup>th</sup> at approximately 9:15 AM.

The local Health Unit issued a precautionary BWA for the affected

After the work was complete and pressure restored, the area was flushed until an acceptable free chlorine residual was achieved

Two sets of 3 bacteriological samples were collected (1 upstream, 1 downstream and 1 near the site of the work) 24 hours apart on October 10<sup>th</sup> and 11<sup>th</sup>. Sample results were acceptable having

The BWA was lifted on October 15<sup>th</sup> at approximately 9:30 AM.

AWQI No.	166614
Date	October 10, 2024
Details	Planned distribution maintenance (replaced valve and piping) resulted in a loss of pressure to 17 homes and 8 businesses on

zero total coliforms and E.coli.

Whitewood Avenue and Niven Street.

#### Incident #17: Category 2 - Planned Watermain Repair / Loss of Pressure / BWA

area.

(1.23 mg/L).

Incident #18: Category 2 - Planned Watermain Repair / Loss of Pressure / BWA	
AWQI No.	166703
Date	October 21, 2024
Details	Planned distribution maintenance (replacement of a water control valve) resulted in a loss of pressure to 15 homes and 18 businesses on sections of Whitewood Avenue and Wellington Street.
	The local Health Unit issued a precautionary BWA for the affected area.
Corrective Actions	After the work was complete and pressure restored, the area was flushed until an acceptable free chlorine residual was achieved (1.29 mg/L).

## **Notices Reported & Submitted to the Spills Action Center**

#### Incident #18: Category 2 - Planned Watermain Repair / Loss of Pressure / BWA

Two sets of 3 bacteriological samples were collected (1 upstream, 1 downstream and 1 near the site of the work) 24 hours apart on October 22 <sup>nd</sup> and 23 <sup>rd</sup> . Sample results were acceptable having zero total coliforms and <i>E.coli</i> .
The BWA was lifted on October 25 <sup>th</sup> at approximately 9:45 AM.

#### AWQI No. 167026 Date December 6, 2024 Details A category 2 watermain break/repair on Lakeshore Road North between Radley Hill Road and Melville Street resulted in a loss of pressure to 26 homes. The local Health Unit issued a precautionary boil water advisory (BWA) for the affected residences. **Corrective Actions** After the work was complete and pressure restored, the area was flushed until an acceptable free chlorine residual was achieved (1.42 mg/L).Two sets of 3 bacteriological samples were collected (upstream, downstream and at the site of the break) 24 hours apart on December 9<sup>th</sup> and 10<sup>th</sup>. The sample collected on December 9<sup>th</sup> at 10:00 AM from 479 Lakeshore Road N. (the break site) had a result of one (1) total coliform. The samples collected on December 10<sup>th</sup> had no detectable total coliforms or *E. coli*. A third set of re-samples were collected on December 11<sup>th</sup> in response to the adverse total coliform result and to lift the BWA. Sample results were acceptable having zero total coliforms and E.coli. The BWA was lifted on December 13, 2024 at 1:25 PM.

#### Incident #19: Category 2 - Emergency Watermain Break / Loss of Pressure / BWA

#### Incident #20: Total Coliforms

AWQI No.	167055
Date	December 9, 2024

## Notices Reported & Submitted to the Spills Action Center

#### Incident #20: Total Coliforms

Details	One (1) total coliform was detected in a distribution sample collected at 479 Lakeshore Road. The sample was collected on December 9 <sup>th</sup> at 10:00 AM. Free chlorine residual = 1.03 mg/L.
	The sample was collected after a category 2 watermain break/repair. A precautionary BWA was issued by the local Health Unit for approximately 26 homes affected by a loss of pressure on December 6, 2024. (AWQI 167026)
Corrective Actions	Re-samples (upstream, downstream and the site of the adverse result) were collected on December 11 <sup>th</sup> and results were acceptable have zero total coliforms and <i>E. coli</i> .
	The BWA was lifted on December 13, 2024 at 1:25 PM.
	The incident was resolved with the submission of the Notice of Issue Resolution report and resample results to SAC, the local Health Unit, the local MECP and Owner on December 13, 2024.

AWQI No.	167101
Date	December 23, 2024
Details	A valve at the corner of Grills Street and Regina Street exploded internally causing a loss of pressure to 14 residences and 2 businesses. The local Health Unit issued a precautionary boil water advisory (BWA) for the affected area.
Corrective Actions	After the work was complete and pressure restored, the area was flushed until an acceptable free chlorine residual was achieved (1.02 mg/L).
	Two sets of 3 bacteriological samples were collected (upstream, downstream and at the site of the break) 24 hours apart on December 23 <sup>rd</sup> and 24 <sup>th</sup> . All results were acceptable having zero total coliforms and <i>E. coli.</i>
	The MOH lifted the BWA on December 27, 2024 at 10:00 AM.

#### Incident #21: Category 2 - Emergency Watermain Break / Loss of Pressure / BWA



# APPENDIX B Monthly Summary of Microbiologcal & Operational Test Results

NE\_New Liskeard DWS\_Annual Reg Report Facility Name: NEW LISKEARD DRINKING WATER SYSTEM

Receiver:

From 01/01/2024 to 12/31/2024

Facility Org Number: 6211 Facility Owner: Municipality: City of Temiskaming Shores

Works: 220000344 Facility Classification: Class 1 Water Treatment Total Design Capacity: 7865 m3/day



Raw Water																
/ell 3	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Total	Avg	Max	Min
Total Coliform: TC - cfu/100mL																
Lab Count	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	5.00	53.00			
Lab Month.Max	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Lab Month.Mean	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		
Lab Month.Min	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00
E. Coli: EC - cfu/100mL																
Lab Count	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	5.00	53.00			
Lab Month.Max	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Lab Month.Mean	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		
Lab Month.Min	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00
Turbidity - NTU																
IH Edited Count	5.00	3.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	5.00	52.00			
IH Month.Max	0.68	0.49	0.49	0.75	0.57	1.02	1.12	2.48	0.28	0.45	0.50	0.51			2.48	
IH Month.Mean	0.57	0.34	0.25	0.43	0.34	0.74	0.83	0.91	0.27	0.34	0.47	0.35		0.49		
IH Month.Min	0.44	0.21	0.14	0.24	0.14	0.56	0.49	0.24	0.25	0.23	0.42	0.25				0.14
/ell 4	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Total	Avg	Max	Min
Total Coliform: TC - cfu/100mL																
Lab Count	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	5.00	53.00			
	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	5.00	53.00		1.00	
Lab Count													53.00	0.02	1.00	
Lab Count Lab Month.Max	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	53.00	0.02	1.00	0.00
Lab Count Lab Month.Max Lab Month.Mean	1.00 0.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	53.00	0.02	1.00	0.00
Lab Count Lab Month.Max Lab Month.Mean Lab Month.Min	1.00 0.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	53.00	0.02	1.00	0.00
Lab Count Lab Month.Max Lab Month.Mean Lab Month.Min E. Coli: EC - cfu/100mL	1.00 0.20 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00		0.02	0.00	0.00
Lab Count         Lab Month.Max         Lab Month.Mean         Lab Month.Min         E. Coli: EC - cfu/100mL         Lab Count	1.00 0.20 0.00	0.00 0.00 0.00 4.00	0.00 0.00 0.00 4.00	0.00 0.00 0.00 5.00	0.00 0.00 0.00 4.00	0.00 0.00 0.00 4.00	0.00 0.00 0.00 5.00	0.00 0.00 0.00 4.00	0.00 0.00 0.00 4.00	0.00 0.00 0.00 5.00	0.00 0.00 0.00 4.00	0.00 0.00 0.00		0.02		0.00
Lab Count         Lab Month.Max         Lab Month.Mean         Lab Month.Min         E. Coli: EC - cfu/100mL         Lab Count         Lab Month.Max	1.00       0.20       0.00       5.00       0.00	0.00 0.00 0.00 4.00 0.00	0.00 0.00 0.00 4.00 0.00	0.00 0.00 0.00 5.00 0.00	0.00 0.00 0.00 4.00 0.00	0.00 0.00 0.00 4.00 0.00	0.00 0.00 0.00 5.00 0.00	0.00 0.00 0.00 4.00 0.00	0.00 0.00 0.00 4.00 0.00	0.00 0.00 0.00 5.00 0.00	0.00 0.00 0.00 4.00 0.00	0.00 0.00 0.00 5.00 0.00				0.00
Lab Count         Lab Month.Max         Lab Month.Mean         Lab Month.Min         E. Coli: EC - cfu/100mL         Lab Count         Lab Month.Max         Lab Month.Max         Lab Month.Max         Lab Month.Max         Lab Month.Mean	1.00       0.20       0.00       5.00       0.00	0.00 0.00 0.00 4.00 0.00 0.00	0.00 0.00 0.00 4.00 0.00 0.00	0.00 0.00 0.00 5.00 0.00 0.00	0.00 0.00 0.00 4.00 0.00 0.00	0.00 0.00 0.00 4.00 0.00 0.00	0.00 0.00 0.00 5.00 0.00 0.00	0.00 0.00 0.00 4.00 0.00 0.00	0.00 0.00 0.00 4.00 0.00 0.00	0.00 0.00 0.00 5.00 0.00 0.00	0.00 0.00 0.00 4.00 0.00 0.00	0.00           0.00           0.00           5.00           0.00           0.00				
Lab Count         Lab Month.Max         Lab Month.Mean         Lab Month.Min         E. Coli: EC - cfu/100mL         Lab Count         Lab Month.Max         Lab Month.Max         Lab Month.Mean         Lab Month.Max         Lab Month.Mean         Lab Month.Mean         Lab Month.Mean         Lab Month.Mean         Lab Month.Min	1.00       0.20       0.00       5.00       0.00	0.00 0.00 0.00 4.00 0.00 0.00	0.00 0.00 0.00 4.00 0.00 0.00	0.00 0.00 0.00 5.00 0.00 0.00	0.00 0.00 0.00 4.00 0.00 0.00	0.00 0.00 0.00 4.00 0.00 0.00	0.00 0.00 0.00 5.00 0.00 0.00	0.00 0.00 0.00 4.00 0.00 0.00	0.00 0.00 0.00 4.00 0.00 0.00	0.00 0.00 0.00 5.00 0.00 0.00	0.00 0.00 0.00 4.00 0.00 0.00	0.00           0.00           0.00           5.00           0.00           0.00				
Lab Count         Lab Month.Max         Lab Month.Mean         Lab Month.Min         E. Coli: EC - cfu/100mL         Lab Count         Lab Month.Max         Lab Month.Max         Lab Month.Max         Lab Month.Max         Lab Month.Mean         Lab Month.Max         Lab Month.Mean         Lab Month.Min         Turbidity - NTU	1.00 0.20 0.00 5.00 0.00 0.00 0.00	0.00 0.00 4.00 0.00 0.00 0.00 0.00	0.00 0.00 4.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 5.00 0.00 0.00 0.00	0.00 0.00 0.00 4.00 0.00 0.00 0.00	0.00 0.00 4.00 0.00 0.00 0.00	0.00 0.00 5.00 0.00 0.00 0.00	0.00 0.00 0.00 4.00 0.00 0.00 0.00	0.00 0.00 0.00 4.00 0.00 0.00 0.00	0.00 0.00 5.00 0.00 0.00 0.00	0.00 0.00 4.00 0.00 0.00 0.00 0.00	0.00 0.00 5.00 0.00 0.00 0.00	53.00			
Lab Count       Lab Month.Max       Lab Month.Mean       Lab Month.Min       E. Coli: EC - cfu/100mL       Lab Count       Lab Month.Max       Lab Month.Max       Lab Month.Max       Lab Month.Mean       Lab Month.Max       Lab Month.Mean       Lab Month.Mean       Lab Month.Mean       Lab Month.Min       Hab Month.Min	1.00       0.20       0.00       5.00       0.00       0.00       0.00       0.00       0.00       5.00	0.00 0.00 0.00 4.00 0.00 0.00 0.00 0.00	0.00           0.00           0.00           0.00           0.00           4.00           0.00           0.00           0.00           0.00           0.00           0.00           0.00           0.00           3.00	0.00           0.00           0.00           0.00           0.00           5.00           0.00           0.00           0.00           0.00           0.00           0.00           0.00           0.00           5.00	0.00 0.00 0.00 4.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 4.00 0.00 0.00 0.00 0.00	0.00 0.00 5.00 0.00 0.00 0.00 0.00 5.00	0.00 0.00 0.00 4.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 4.00 0.00 0.00 0.00 0.00	0.00 0.00 5.00 0.00 0.00 0.00 0.00 5.00	0.00 0.00 0.00 4.00 0.00 0.00 0.00 0.00	0.00       0.00       0.00       0.00       0.00       0.00       0.00       0.00       0.00       0.00       0.00       0.00       0.00       0.00       0.00       0.00       0.00       0.00       0.00       0.00	53.00		0.00	

NE\_New Liskeard DWS\_Annual Reg Report Facility Name: NEW LISKEARD DRINKING WATER SYSTEM

Receiver:

From 01/01/2024 to 12/31/2024

 Facility Org Number: 6211
 Facility Owner: Municipality: City of Temiskaming Shores

Works: 220000344 Facility Classification: Class 1 Water Treatment Total Design Capacity: 7865 m3/day



Treated Water																
reated Water POE	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Total	Avg	Max	Min
Cl Residual: Free (Min 0.40 mg/L) - mg/L																
OL Month.Max	1.95	2.15	1.77	1.68	1.75	1.63	1.84	1.99	1.73	1.73	1.78	1.94			2.15	
OL Month.Mean	1.72	1.76	1.43	1.33	1.42	1.42	1.46	1.51	1.51	1.52	1.51	1.60		1.52		
OL Month.Min	1.46	1.16	1.12	0.86	0.85	1.15	1.21	1.13	1.25	1.13	1.14	0.88				0.85
Total Coliform: TC - cfu/100mL																
Lab Count	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	5.00	53.00			
Lab Month.Max	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Lab Month.Mean	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		
Lab Month.Min	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00
E. Coli: EC - cfu/100mL																
Count	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	5.00	53.00			
Lab Month.Max	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Lab Month.Mean	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		
Lab Month.Min	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00
HPC - cfu/mL																
Lab Count	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	5.00	53.00			-
Lab Month.Max	160.00	10.00	20.00	40.00	< 10.00	30.00	10.00	< 10.00	< 10.00	< 10.00	< 10.00	< 10.00			160.00	
Lab Month.Mean <	40.00	< 10.00	< 12.50	< 24.00	< 10.00	< 15.00	< 10.00	< 10.00	< 10.00	< 10.00	< 10.00	< 10.00		< 14.72		
Lab Month.Min <	< 10.00 ·	< 10.00	< 10.00	< 10.00	< 10.00	< 10.00	< 10.00	< 10.00	< 10.00	< 10.00	< 10.00	< 10.00			<	10.00
Distribution Water																
Ist Bacti/Residual	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Total	Avg	Max	Min
Cl Residual: Free - mg/L																
IH Edited Count	9.00	9.00	8.00	9.00	9.00	8.00	9.00	9.00	8.00	10.00	8.00	9.00	105.00			
IH Month.Max	1.40	1.63	1.13	1.15	1.11	1.00	1.17	1.20	1.15	1.01	1.39	1.42			1.63	
IH Month.Mean	1.25	1.27	0.99	0.93	0.94	0.84	0.98	0.98	0.93	0.84	0.97	1.10		1.00		
IH Month.Min	1.13	0.98	0.75	0.65	0.80	0.63	0.85	0.82	0.78	0.74	0.79	0.79				0.63
Total Coliform: TC - cfu/100mL																
Lab Count	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	5.00	53.00			-
Lab Month.Max	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Lab Month.Mean	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		
Lab Month.Min	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00

NE\_New Liskeard DWS\_Annual Reg Report Facility Name: NEW LISKEARD

Receiver:

From 01/01/2024 to 12/31/2024

Facility Org Number: 6211 DRINKING WATER SYSTEM

Shores

Works: 220000344 Facility Owner: Municipality: City of Temiskaming Facility Classification: Class 1 Water Treatment Total Design Capacity: 7865 m3/day



rom 01/01/2024 to 12/31/2024	Receiver:		Shores	L .: 4000		Total Design	Capacity: 7865 m3/da	4	$\ge$	Agen	ce Ontarie	nne Des	Eaux				
E. Coli - cfu/100mL																	
Lab Count		5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	5.00	53.00			
Lab Month.Max		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Lab Month.Mean		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		
Lab Month.Min		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00
d Bacti/Residual		Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Total	Avg	Max	Min
Cl Residual: Free - mg/L																	
IH Edited Count		9.00	9.00	8.00	9.00	9.00	8.00	9.00	9.00	8.00	10.00	8.00	9.00	105.00			
IH Month.Max		1.31	1.63	1.08	1.19	1.28	1.15	1.11	1.27	1.15	1.23	1.23	1.32			1.63	
IH Month.Mean		1.21	1.20	0.97	0.99	1.07	1.00	0.98	1.03	0.92	0.85	0.94	1.04		1.02		
IH Month.Min		1.12	0.80	0.72	0.87	0.87	0.88	0.63	0.81	0.71	0.45	0.78	0.75				0.45
Total Coliform: TC - cfu/100mL																	
Lab Count		5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	5.00	53.00			
Lab Month.Max		0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00			1.00	
Lab Month.Mean		0.00	0.00	0.00	0.00	0.00	0.00	0.20	0.00	0.00	0.00	0.00	0.00		0.02		
Lab Month.Min		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00
E. Coli - cfu/100mL																	
Lab Count		5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	5.00	53.00			
Lab Month.Max		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Lab Month.Mean		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		
Lab Month.Min		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00
HPC - cfu/mL																	
Lab Count		5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	5.00	53.00			
Lab Month.Max		< 10.00	30.00	10.00	< 10.00	40.00	< 10.00 <	10.00	< 10.00 ·	< 10.00	< 10.00	< 10.00	< 10.00			40.00	
Lab Month.Mean		< 10.00	< 15.00	< 10.00	< 10.00	< 17.50	< 10.00 <	10.00	< 10.00 ·	< 10.00	< 10.00	< 10.00	< 10.00		< 10.94		
Lab Month.Min		< 10.00	< 10.00	< 10.00	< 10.00	< 10.00	< 10.00 <	10.00	< 10.00	< 10.00	< 10.00	< 10.00	< 10.00				< 10.00
d Bacti/Residual		Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Total	Avg	Max	Min
Cl Residual: Free - mg/L						.,											
IH Edited Count		9.00	9.00	8.00	9.00	9.00	8.00	9.00	9.00	8.00	10.00	8.00	9.00	105.00			
IH Month.Max		1.35	1.58	1.20	1.09	1.20	1.04	1.10	1.68	1.08	1.13	1.14	1.10			1.68	
IH Month.Mean		1.18	1.32	0.99	0.93	1.01	0.99	0.94	0.99	0.85	0.94	0.94	1.03		1.01		
IH Month.Min		0.92	0.95	0.81	0.73	0.88	0.92	0.84	0.75	0.64	0.77	0.80	0.96				0.64

NE\_New Liskeard DWS\_Annual Reg Report Facility Name: NEW LISKEARD

Receiver:

From 01/01/2024 to 12/31/2024

Facility Org Number: 6211 DRINKING WATER SYSTEM Facility Owner: Municipality: City of Temiskaming Shores

Works: 220000344 Facility Classification: Class 1 Water Treatment Total Design Capacity: 7865 m3/day



om 01/01/2024 to 12/31/2024 Re	ceiver:	Shores	1 4000		Total Design	Capacity: 7865 m3/	day		Age	ence	Untarie	enne Des	Eaux				
Total Coliform: TC - cfu/100mL																	
Lab Count	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	0	5.00	4.00	5.00	53.00			
Lab Month.Max	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00			0.00	
Lab Month.Mean	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00		0.00		
Lab Month.Min	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00				0.0
E. Coli - cfu/100mL																	
Lab Count	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	0	5.00	4.00	5.00	53.00			
Lab Month.Max	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00			0.00	
Lab Month.Mean	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00		0.00		
Lab Month.Min	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00				0.00
h Bacti/Residual	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 20	024	Oct 2024	Nov 2024	Dec 2024	Total	Avg	Max	Min
Cl Residual: Free - mg/L																	
IH Edited Count	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	0	5.00	4.00	5.00	53.00			
IH Month.Max	1.29	1.55	1.27	1.05	1.25	1.06	1.07	1.01	1.22	2	1.28	0.89	1.43			1.55	
IH Month.Mean	1.15	1.37	1.10	0.93	1.04	0.98	1.02	0.92	0.92		1.05	0.81	1.01		1.02		
IH Month.Min	0.96	1.02	0.98	0.78	0.96	0.86	0.95	0.74	0.75	5	0.74	0.74	0.80				0.74
Total Coliform: TC - cfu/100mL																	
Lab Count	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	0	5.00	4.00	5.00	53.00			
Lab Month.Max	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00			0.00	
Lab Month.Mean	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00		0.00		
Lab Month.Min	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00				0.00
E. Coli - cfu/100mL																	
Lab Count	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	0	5.00	4.00	5.00	53.00			
Lab Month.Max	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00			0.00	
Lab Month.Mean	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00		0.00		
Lab Month.Min	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00				0.00
HPC - cfu/mL																	
Lab Count	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	0	5.00	4.00	5.00	53.00			
Lab Month.Max	40.00	60.00	10.00	60.00 <	10.00	< 10.00	< 10.00	< 10.00	30.0	> 00	10.00	10.00	10.00			60.00	
Lab Month.Mean	< 16.00	< 27.50	< 10.00 <	20.00 <	10.00	< 10.00	< 10.00	< 10.00	< 15.0	> 00	10.00	< 10.00	< 10.00	<	13.21		
Lab Month.Min	< 10.00	< 10.00	< 10.00 <	10.00 <	10.00	< 10.00	< 10.00	< 10.00	< 10.0	00 <	10.00	< 10.00	< 10.00				< 10.0

#### NOTES:

1. July 22 - one (1) total coliform was detected in a distribution sample collected at 783498 Gray Road (Gray Road sewage pumping station). AWQI No. 165735.



# 2024 Annual/Summary Report for the Haileybury Drinking Water System

#### PREPARED BY

Ontario Clean Water Agency on behalf of the City of Temiskaming Shores

> Date: February 10, 2025 Rev: 1



## **Revision History**

Rev. No.	Date	Prepared by:	Approved by:	Description
0	February 6, 2025	l. Bruneau, PCT	B. Logan, Senior Operations Manger	Revision 0 issued
1	February 10, 2025	l. Bruneau, PCT	B. Logan, Senior Operations Manger	Revised Section 8 – <i>Chemical Testing</i> to provide additional notes for the sodium exceedance



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## Background

Municipalities throughout Ontario are required to comply with Ontario Regulation 170/03 made under the Safe Drinking Water Act (SDWA) since June 2003. The Act was passed following recommendations made by Commissioner O'Conner after the Walkerton Inquiry. The Act's purpose is to protect human health through the control and regulation of drinking-water systems. O. Reg. 170/03 regulates drinking water testing, use of licensed laboratories, treatment requirements and reporting requirements.

O. Reg. 170/03 requires the owner to produce an Annual Report, under Section 11. This report must include the following:

- 1. Description of system and chemical(s) used
- 2. Summary of any adverse water quality reports and corrective actions
- 3. Summary of all required testing
- 4. Description of any major expenses incurred to install, repair or replace equipment

This Annual Report must be completed by February 28<sup>th</sup> of each year.

The regulation also requires a Summary Report which must be presented and accepted by Council by March 31<sup>st</sup> of each year for the preceding calendar year reporting period.

The report must list the requirements of the Act, its regulations, the system's Drinking Water Works Permit (DWWP), Municipal Drinking Water Licence (MDWL), Certificate of Approval (if applicable), and any regulatory requirement the system failed to meet during the reporting period. The report must also specify the duration of the failure, and for each failure referred to, describe the measures that were taken to correct the failure.

The Safe Drinking Water Act, 2002 and the drinking water regulations can be viewed at the following website: <u>http://www.e-laws.gov.on.ca</u>.

To enable the Owner to assess the rated capacity of their system to meet existing and future planned water uses, the following information is also required in the report.

- 1. A summary of the quantities and flow rates of water supplied during the reporting period, including the monthly average and the maximum daily flows.
- 2. A comparison of the summary to the rated capacity and flow rates approved in the systems approval, drinking water works permit or municipal drinking water licence or a written agreement if the system is receiving all its water from another system under an agreement.

The two reports have been prepared by the Ontario Clean Water Agency (OCWA) on behalf of the Owner and presented to council as the 2024 Annual/Summary Report.

## Section 11 – Annual Report

## 1. Introduction

Drinking-Water System Name	Haileybury Drinking Water System
Drinking-Water System Number	210000309
Drinking-Water System Owner	The Corporation of the City of Temiskaming Shores
Drinking-Water System Category	Large Municipal, Residential System
Municipal Drinking Water Licence No.	218-102-3 (issued July 23, 2021)
Drinking Water Work Permit No.	218-202-6 (issued July 23, 2021)
Permit to Take Water No.	P-300-1067513491 (issued February 13, 2020)
Reporting Period	January 1, 2024 to December 31, 2024

Does your Drinking-Water System serve more than 10,000 people? No

Is your annual report available to the public at no charge on a web site on the Internet?

Yes at: https://www.temiskamingshores.ca

Location where Report required under O. Reg. 170/03 Schedule 22 will be available for inspection:

City of Temiskaming Shores Municipal Office 325 Farr Drive, P.O. Box 2050 Haileybury, ON POJ 1K0

# Drinking Water Systems that receive drinking water from the Haileybury Drinking Water System

The Haileybury Drinking Water System provides drinking water to the communities of Haileybury and North Cobalt within the City of Temiskaming Shores.

#### The Annual Report was provided to all connected Drinking Water System Owners

The Ontario Clean Water Agency prepared the 2024 Annual/Summary Report for the Haileybury Drinking Water System and provided a copy to the system owner; the City of Temiskaming Shores.



#### System Users are notified that the Annual Report is available for viewing through:

- Notice on the City's Facebook page
- Notice in the local newspaper

### 2. Description of the Haileybury Drinking Water System

The Haileybury Drinking Water System is owned by the Corporation of the City of Temiskaming Shores and consists of a Class 3 water treatment subsystem and a Class 2 water distribution subsystem. It is a surface water system that services the communities of Haileybury and North Cobalt. The Ontario Clean Water Agency is the accredited operating authority and is designated as the Overall Responsible Operator for both the water treatment and water distribution facilities.

#### Raw Water Supply

The water treatment plant is located at 322 Browning Street and obtains its raw water from Lake Temiskaming. A 197 m long, 450 mm diameter raw water intake pipe extends 168 m into the lake. The intake structure is an upturned bell inside a cribbed structure. The intake is approximately 12.5 m below the low recorded water level and 2 m above the lake bottom.

Water flows into the intake structure by gravity, through two removable inlet screens and is stored in the raw water wet well. The wet well contains a heated superstructure and has a storage volume of 37.2 m<sup>3</sup>. The low lift pumping station is equipped with three low lift duty pumps; all are vertical turbine pumps which operate on an alternating basis. A magnetic flow meter is located in the water treatment plant to monitor raw water flows. The raw water is also continuously monitored for pH, turbidity and temperature.

#### Water Treatment

Raw water is pumped to the water treatment building where it is injected with sodium carbonate (soda ash) for pH and alkalinity adjustment and aluminum sulphate for the coagulation/ flocculation process. The process water undergoes rapid mixing, flows into two flocculation basins, where polymer is added as a coagulant aid and pH is continuously monitored. It is then directed to a settling tank for clarification. The process water flows through three dual media filters consisting of anthracite and silica sand. The filter system is equipped with an automated backwash sequence, filter-to-waste capabilities, air system and an underdrain system. The backwash wastewater and the settled solids from the settling tank are discharged to the municipal sanitary system. On-line turbidity analyzers are used to monitor the turbidity off each filter.

After filtration, the process water is chlorinated and pH adjusted with soda ash before entering the dual celled clearwell. Three high lift pumps equipped with variable frequency drives (VFDs) are located at the end of the clearwell, where a magnetic flow meter is used to measure flow on the discharge main. In a separate room, with outside access only, a gas chlorine system equipped



with automatic switchover is used for post-filtration chlorination in the clearwell. The water leaving the clearwell is continuously monitored for flow, pH, turbidity and free chlorine residual as it is directed to an off-site reservoir.

#### Water Storage

The Niven Street reservoir is a baffled contact tank consisting of two reservoirs and one pumping chamber that provide sufficient chlorine contact time to meet CT requirements. The water in the reservoir is monitored for free chlorine residual and level to ensure primary disinfection is achieved. An ammonium sulphate dosing system is used to chloraminate the treated water before being gravity fed or pumped to the distribution system by four high lift pumps equipped VFDs. The water directed to the pressure zones are continuously monitored for flow, pH, turbidity, pressure and total chorine residual. The gravity fed zone is continuously monitored for flow.

#### Control System

The Haileybury Water Treatment System is controlled by a dedicated Programmable Logic Controller (PLC) and monitored through a Control System Supervisory Control and Data Acquisition (SCADA) system. All analyzing, monitoring and control module equipment information is routed through the SCADA system for operator monitoring and control. Control of equipment can be accomplished locally using the SCADA computer located at the Haileybury water treatment plant or remotely using operator computers and cell phones. Alarm capability and set point adjustment along with trend monitoring are also available through SCADA system controls.

#### **Emergency Power**

A 250 kW diesel generator with a 2000 L fuel tank is available outside of the main water treatment plant and is capable of supplying power to the facility during power failures.

A 200 kW diesel engine generator with a 1000 L fuel tanks is located outside of the Niven Street Reservoir to provide emergency power during emergencies.

#### **Distribution System**

The Haileybury drinking water system is classified as a Large Municipal Residential Drinking Water System that provides water to a population of approximately 4,200 residents. The distribution system has approximately 1940 service connections and is comprised of various pipe materials including 4" - 12" cast iron with lead joints or ductile iron, 10" and 12" asbestos cement, and PVC with mechanical joints. There are several isolation valves to allow for the repair and maintenance of selected sections of the distribution system, one air relief valve and four pressure reducing valves. Approximately 174 fire hydrants are connected to the system to aid in fire protection. The system consists of four pressure zones. Zone 1 is a gravity fed area in downtown Haileybury, Zone 2 is an intermediate pressure region located at higher elevations along the west side of Haileybury, Zone 3 is an controlled pressure system which is fed off of the high pressure system and is located in the central part of Haileybury and North Cobalt and Zone 4 is a high pressure zone in North Cobalt. The water distribution piping system is continuous between the four identified pressure zones; however the various zones are isolated from each other via closed valves.

## 3. List of Water Treatment Chemicals Used

- Aluminum Sulphate coagulation/flocculation
- Ammonium Sulphate secondary disinfection
- Chlorine Gas disinfection
- Polyelectrolyte (Polymer) coagulant aid
- Soda Carbonate (Soda Ash) pH and alkalinity adjustment

All treatment chemicals meet AWWA and NSF/ANSI standards.

### 4. Significant Expense Incurred in 2024

OCWA is committed to maintaining the assets of the drinking water system and sustains a program of scheduled inspection and maintenance activities using a computerized Work Management System (WMS).

Significant maintenance and capital expenses incurred in the system include the following:

- Filter No. 2 rehabilitation,
  - o removal of false floor and replace with pour in place concrete floor
  - o sandblast and epoxy coat filter walls
  - o installation of a new underdrain system
  - o installation of new filter media
  - o installation of an Aries aeration system
- Installed Aries aeration systems in Filter No. 1 and No. 3,
- Replaced pre and post soda ash pumps,
- Replaced PRVs on chemical panels,
- Replaced raw water instrument signal isolators,
- Replaced 2 load cells on the chlorine gas scales,
- Replaced chemical flow switches,
- Replaced treated water pH and turbidity analyzer,



- Replaced valve position indicators and solenoids on filter valves
- Replaced raw water pH probe,
- Replaced 3 effluent valve actuators
- Installed new power supply board for Zone 2/3 flow meter,
- Replaced raw water pH and turbidity controller,
- Replaced compressed air dryer,
- Replaced heat detector in garage,
- Replaced gaskets on effluent solenoids,
- Replaced air line and connector fittings for filter valve manifolds,
- Replaced polymer pump,
- Purchased No. 2 floc drive motor,
- Spare rotameter and chlorinator parts
- Spare chlorine analyzer (CL-17) mixing chamber and preventative maintenance kits,
- Niven Street Reservoir installed parallel pressure transmitter on discharge header to Zone 2, 3 and 4,
- Niven Street Reservoir replaced pH meter
- Distribution system valve and hydrant replacements.
- Distribution system three (3) emergency watermain repairs,
- Installed intrusion alarms at the water plant and Niven Street reservoir,
- Installed new cellular communication panel (BTP) and antenna for Wonderware,
- Lighting fixtures replaced fluorescent with LED
- Quality and Environmental Management System (QEMS) external surveillance audit conducted by Intertek-SAI Global.

## 5. Details of Notices Reported & Submitted to the Spills Action Center

Based on information kept on record by OCWA, four (4) adverse water quality incidents (AWQIs) were reported to the Ministry's Spills Action Centre in 2024.

#### Incident #1: Category 2 Repair/ Loss of Pressure / BWA

AWQI No.	164819
Date	April 16, 2024



#### Incident #1: Category 2 Repair/ Loss of Pressure / BWA

Details	A category 2 watermain repair (2 valve replacements) resulted in a loss of pressure to 35 homes on Cross Lake Road, Queen Street and Silver Lane in North Cobalt. The local Health Unit was notified and issued a precautionary boil water advisory (BWA) for the affected residences.
Corrective Actions	After the work was complete and pressure was restored, the area was flushed until an acceptable chlorine residual was achieved (1.62 mg/L combined) Two sets of 3 bacteriological samples were collected (upstream, downstream and near the site of the work) on April 16 <sup>th</sup> and 17 <sup>th</sup> . All results were acceptable having zero total coliforms and <i>E.coli</i> . The Health Unit lifted the BWA on April 19, 2024 at 1:00 PM.

#### Incident #2: Category 2 Repair/ Loss of Pressure / BWA

AWQI No.	164839
Date	April 18, 2024
Details	A category 2 watermain repair (fire hydrant replacement) resulted in a loss of pressure to 18 homes on Joyal Drive. The local Health Unit was notified on April 18 <sup>th</sup> and issued a precautionary boil water advisory (BWA) for the affected residences.
Corrective Actions	After the work was complete and pressure was restored, the area was flushed until an acceptable chlorine residual was achieved (1.62 mg/L combined). Two sets of 3 bacteriological samples were collected (upstream, downstream and near the site of the work) on April 18 <sup>th</sup> and 19 <sup>th</sup> . All results were acceptable having zero total coliforms and <i>E.coli</i> .
	The Health Unit lifted the BWA on April 22, 2024 at 11:00 AM.

#### Incident #3: Loss of Free Chlorine Residual Monitoring

AWQI No.	167062
Date	December 11, 2024
Details	Loss of free chlorine residual trending at the Haileybury Reservoir on December 11, 2024 at 11:37 PM to December 12, 2024 at



#### Incident #3: Loss of Free Chlorine Residual Monitoring

	12:01 AM (24 minutes). This is the point where primary disinfection is achieved.
Corrective Actions	Operator arrived on-site at 11:50 PM to investigate the cause of the chlorine and began testing the FCR using a portable analyzer every 4 minutes. December 11 at 11:53 PM = 2.17 mg/L December 11 at 11:57 PM = 2.17 mg/L December 12 at 12:01 AM = 2.20 mg/L December 12 at 12:05 AM = 2.17 mg/L
	The colourimeter cell in the analyzer was cleaned and the labyrinth replaced. The analyzer was put back into service and the FCR dropped to zero again from 12:27 to 12:33 AM due to cleaning. Operator tested the residual at 12:27 AM = 2.09 mg/L and at 12:31 AM = 2.09 mg/L. The analyzer was primed and put back into service again. Operator monitored the unit to ensure normal operations.
	The incident was resolved with the submission of the Notice of Issue Resolution report to SAC, the local Health Unit, the local MECP and Owner on December 12, 2024.
	A second CL-17 chlorine analyzer was installed at the reservoir to use as a back-up if the primary analyzer fails.

AWQI No.	167096
Date	December 22, 2024
Details	A category 2 watermain break (broken valve replacement) resulted in a loss of pressure to 12 homes in North Cobalt. The local Health Unit was notified on December 22 <sup>nd</sup> and issued a precautionary boil water advisory (BWA) for the affected residences.
Corrective Actions	After the repair was complete and pressure was restored, the area was flushed until an acceptable chlorine residual was achieved (1.05 mg/L combined). Two sets of 3 bacteriological samples were collected (upstream, downstream and at the site of

#### Incident #4: Category 2 – Emergency Break/ Loss of Pressure / BWA



#### Incident #4: Category 2 – Emergency Break/ Loss of Pressure / BWA

the work) on December 22<sup>nd</sup> and 24<sup>th</sup>. All results were acceptable having zero total coliforms and *E.coli*. The Health Unit lifted the BWA on December 27, 2024 at 10:00 AM.

### 6. Microbiological Testing

Table 1: Summary of Microbiological Results

Sample Type	# of Samples	Range of E.coli Results (min to max)	Range of Total Coliform Results (min to max)	# of HPC Samples	Range of HPC Results (min to max)
Raw	53	0 to 36/ NDOGT	0 to > 1000/ NDOGT	N/A	N/A
Treated	53	0 to 0	0 to 0	53	< 10 to 500
Distribution	159	0 to 0	0 to 0	53	< 10 to 100

Maximum Acceptable Concentration (MAC) for treated and distribution samples: E. coli = 0 CFUs/100 mL and

MAC for Total Coliforms = 0 CFUs/100 MI

NDOGT = No Data, Overgrown with Target bacteria

"<" denotes less than the laboratory's method detection limit

">" denotes greater than the laboratory's method detection limit

**Note:** One microbiological sample is collected and tested each week from the raw and treated water supply. A total of three microbiological samples are collected and tested each week from the distribution system. At least 25% of the distribution samples must be tested for HPC bacteria.

### 7. Operational Testing

Parameter	# of Samples	Range of Results (min to max)	Unit of Measure	Standard
Turbidity (Filter No. 1)	8760 <sup>Note 1</sup>	0.00 to 0.90*	NTU	
Turbidity (Filter No. 2)	8760	0.00 to 0.95**	NTU	$\leq 1.0^{\text{Note 2}}$
Turbidity (Filter No. 3)	8760	0.00 to 0.99***	NTU	
Free Chlorine Residual	8760	0.30 to 2.99	mg/L	CT Note 3

Table 2: Continuous Monitoring in the Treatment Process



#### Notes:

- 1. For continuous monitors 8760 is used as the number of samples.
- 2. Effective backwash procedures, including filter to waste and automatic filter shut down features are in place to ensure that the effluent turbidity requirements as described in the Filter Performance Criteria are met all times. Turbidity exceedances occur when two (2) readings are above 1 NTU for 15 minutes or more in a 24 hour period. Filters will backwash if turbidity reaches 0.7 NTU and will shut down and filter to waste at 1.0 NTU. The system performed as programmed and no high turbidity water was directed to the next phase of the process.
- 3. CT is the concentration of chlorine in the water times the time of contact that the chlorine has with the water. It is used to demonstrate the level of disinfection treatment in the water. CT calculations are performed for the Haileybury system if the free chlorine residual level drops below 0.3 mg/L to ensure primary disinfection is achieved. CT is achieved at the Niven Street Reservoir.
- \* Filter No. 1 off-line from February 8 to 12, 2024 to install Aries air system.

Filter No. 1 off-line from February 12 to 15, 2024 to replace faulty positon switches on backwash outlet and effluent valve.

Filter No. 1 off-line from March 5 to 7, 2024 to complete work on the Aries air line

- \*\* Filter No. 2 off-line from September 6 to November 18, 2024 for refurbishment and to install Aries air system.
- \*\*\* Filter No. 3 off-line from November 6, 2023 to January 25, 2024 for refurbishment.

Filter No. 3 off-line July 16 to 25, 2024 to install Aries air system.

#### Table 3: Summary of Chlorine Residuals in the Distribution System

Parameter	# of Samples	Range of Results (min to max)	Unit of Measure	Standard
Combined Chlorine Re	sidual 371	0.31 to 2.14	mg/L	<u>&gt;</u> 0.25 to < 3.0

**Note:** A total of seven operational checks for chlorine residual in the distribution system are collected each week. Four (4) samples are tested one day and three (3) on a second day. The sample sets are collected at least 48-hours apart and samples collected on the same day are from different locations.

Refer to *Appendix A* for a monthly summary of the above microbiological and operational test results.

## 8. Chemical Testing

Date of Sample	Nitrate Result	Nitrite Result	Unit of Measure	Exceedance
January 8	0.20	< 0.05	mg/L	No
April 8	0.21	< 0.05	mg/L	No
July 8	0.12	< 0.05	mg/L	No
October 7	0.30	< 0.01	mg/L	No

Table 4: Summary of Nitrate & Nitrite Data from the Water Treatment Plant

Maximum Allowable Concentration (MAC) for Nitrate = 10 mg/L and for Nitrite = 1 mg/L

#### Table 5: Summary of Total Trihalomethane Results from the Distribution System

Date of Sample	THM Result	Unit of Measure	Running Average	Exceedance
January 8	66.4	ug/L	Q1 = 66.3	No
April 8	47.4	ug/L	Q2 = 66.8	No
July 8	110	ug/L	Q3 = 77.0	No
October 7	93.2	ug/L	Q4 = 79.3	No

Maximum Allowable Concentration (MAC) for Total Trihalomethanes = 100 ug/L (Four Quarter Running Average)

#### Table 6: Summary of Total Haloacetic Acid Results from the Distribution System

Date of Sample	Result Value	Unit of Measure	Running Average	Exceedance
January 8	50	ug/L	Q1 = 69.3	No
April 8	64	ug/L	Q2 = 69.5	No
July 8	93	ug/L	Q3 = 72.3	No
October 7	94	ug/L	Q4 = 75.3	No

Maximum Allowable Concentration (MAC) for Total Haloacetic Acid = 80 ug/L (Four Quarter Running Average)

Date of Sample	# of Samples	Field pH (min to max)	Field Temperature (°C) (min to max)	Alkalinity (mg/L) (min to max)	Lead (ug/L) (min to max)
March 20	3	6.43 to 6.91	6.0 to 11.3	28 to 33	< 0.1 to 0.2
September 9	3	7.04 to 7.18	18.1 to 19.2	33 to 34	N/A*
September 13	3	7.06 to 7.25	18.3 to 20.8	34 to 36	< 0.1 to 0.1

Table 7: Summary of Lead Results under Schedule 15.1 (from the distribution system)

Maximum Allowable Concentration (MAC) for Lead = 10 ug/L

The system is required to test for total alkalinity and pH in three distribution samples collected during the period of December 15 to April 15 (winter period) and three distribution samples during the period of June 15 to October 15 (summer period). This testing is required in every 12-month period with lead testing in every third 12-month period. Lead testing was performed in 2024. Next lead sampling is scheduled for 2027.

\*<u>Note</u>: Lead sampling was missed on September 9<sup>th</sup>; only pH, temperature and alkalinity sampling was conducted. Lead sampling along with pH, temperature and alkalinity was done on September 13<sup>th</sup>.

Parameter	Result Value	Unit of Measure	MAC	MAC Exceedance	½ MAC Exceedance
Antimony	< 0.5	ug/L	6	No	No
Arsenic	< 1	ug/L	10	No	No
Barium	8	ug/L	1000	No	No
Boron	< 2	ug/L	5000	No	No
Cadmium	< 0.1	ug/L	5	No	No
Chromium	< 1	ug/L	50	No	No
Mercury	< 0.1	ug/L	1	No	No
Selenium	0.5	ug/L	50	No	No
Uranium	< 1	ug/L	20	No	No

Table 8: Most Recent Schedule 23 Inorganic Results from the Water Treatment Plant

Note: Sample required every 12 months (sample date = October 7, 2024)



Parameter	Result Value	Unit of Measure	Standard	MAC Exceedance	½ MAC Exceedance
Alachlor	< 0.267	ug/L	5	No	No
Atrazine + N- dealkylated metobolites	< 0.5	ug/L	5	No	No
Azinphos-methyl	< 0.2	ug/L	20	No	No
Benzene	< 0.1	ug/L	1	No	No
Benzo(a)pyrene	< 0.01	ug/L	0.01	No	No
Bromoxynil	< 0.128	ug/L	5	No	No
Carbaryl	< 3	ug/L	90	No	No
Carbofuran	< 5	ug/L	90	No	No
Carbon Tetrachloride	< 0.2	ug/L	2	No	No
Chlorpyrifos	< 0.2	ug/L	90	No	No
Diazinon	< 0.2	ug/L	20	No	No
Dicamba	< 0.112	ug/L	120	No	No
1,2-Dichlorobenzene	< 0.2	ug/L	200	No	No
1,4-Dichlorobenzene	< 0.3	ug/L	5	No	No
1,2-Dichloroethane	< 0.2	ug/L	5	No	No
1,1-Dichloroethylene (vinylidene chloride)	< 0.3	ug/L	14	No	No
Dichloromethane	< 1	ug/L	50	No	No
2-4 Dichlorophenol	< 0.2	ug/L	900	No	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	< 0.48	ug/L	100	No	No
Diclofop-methyl	< 0.16	ug/L	9	No	No
Dimethoate	< 0.2	ug/L	20	No	No
Diquat	< 0.2	ug/L	70	No	No
Diuron	< 20	ug/L	150	No	No
Glyphosate	< 20	ug/L	280	No	No

Table 9: Most Recent Schedule 24 Organic Results from the Water Treatment Plant



Parameter	Result Value	Unit of Measure	Standard	MAC Exceedance	½ MAC Exceedance
Malathion	< 0.2	ug/L	190	No	No
Metolachlor	< 0.133	ug/L	50	No	No
Metribuzin	< 0.133	ug/L	80	No	No
Monochlorobenzene	< 0.5	ug/L	80	No	No
Paraquat	< 0.2	ug/L	10	No	No
Polychlorinated Biphenyls (PCBs)	< 0.06	ug/L	3	No	No
Pentachlorophenol	< 0.3	ug/L	60	No	No
Phorate	< 0.133	ug/L	2	No	No
Picloram	< 0.112	ug/L	190	No	No
Prometryne	< 0.0667	ug/L	1	No	No
Simazine	< 0.2	ug/L	10	No	No
Terbufos	< 0.133	ug/L	1	No	No
Tetrachloroethylene	< 0.3	ug/L	10	No	No
2,3,4,6- Tetrachlorophenol	< 0.3	ug/L	100	No	No
Triallate	< 0.133	ug/L	230	No	No
Trichloroethylene	< 0.2	ug/L	5	No	No
2,4,6-Trichlorophenol	< 0.2	ug/L	5	No	No
2-methyl-4- chlorophenoxyacetic acid (MCPA)	18	ug/L	100	No	No
Trifluralin	< 0.133	ug/L	45	No	No
Vinyl Chloride	< 0.1	ug/L	1	No	No

Note: Sample required every 12 months (sample date = October 7, 2024)

Inorganic or Organic Parameter(s) that Exceeded Half the Standard Prescribed in Schedule 2 of Ontario Drinking Water Quality Standards

No inorganic or organic parameter(s) listed in Schedule 23 and 24 of Ontario Regulation 170/03 (parameters listed in Table 8 and Table 9 of this report) exceeded half the standard

found in Schedule 2 of the Ontario Drinking Water Standard (O. Reg. 169/03) during the reporting period.

Date of Sample	# of Samples	Result Value	Unit of Measure	MAC	Exceedance
 October 17, 2022	1	21.3	mg/L	20	Yes
 October 25, 2022 (resample)	1	24.8	mg/L	20	Yes

Table 10: Most Recent Sodium Data (from the Water Treatment Plant)

Note: Sample required every 60 months. Next sampling scheduled for October 2027.

The aesthetic objective for sodium in drinking water is 200 mg/L at which it can be detected by a salty taste. It is required that the local Medical Officer of Health be notified when the concentration exceeds 20 mg/L so that persons on sodium restricted diets can be notified by their physicians.

OCWA strives to ensure safe and reliable drinking water to consumers and is committed to meeting the regulatory requirements for sodium. Water is treated as per government regulations and certified operators closely monitor and optimize treatment processes to ensure its compliance. Any exceedances are responded to as per Schedule 16 of Ontario Regulation 170/03 under the Safe Drinking Water Act.

The above adverse sodium result was reported to the Ministry's SAC and the Timiskaming Health Unit on October 25, 2022 as required (AWQI No. 160432).

Table 11: Most Recent Fluoride Data Sampled at the Water Treatment Plant

Date of Sample	# of Samples	Result Value	Unit of Measure	MAC	Exceedance
 October 22, 2022	1	< 0.05	mg/L	1.5	No

**Note:** Sample required every 60 months. Next sampling scheduled for October 2027.

## 9. Additional Testing Performed in Accordance with a Legal Instrument

#### 1. Nitrosodimethylamine (NDMA)

Condition 5.0 (5.1) of Schedule C to Municipal Drinking Water Licence (MDWL) #218-102 issued on July 23, 2021 requires sampling, testing and monitoring of Nitrosodimethylamine (NDMA). The sample is to be collected each quarter from the farthest point in the distribution system and not exceed the maximum allowable concentration (MAC) of 0.009 ug/L.



Date of Sample	NDMA Result	Unit of Measure	Exceedance
January 8	< 0.0009	ug/L	No
April 8	< 0.0009	ug/L	No
July 8	0.0010	ug/L	No
October 7	0.0016	ug/L	No

#### Table 12: Summary of NDMA Results

Maximum Allowable Concentration (MAC) for NDMA = 0.009 ug/L.

#### 2. Harmful Algae Bloom Monitoring

Condition 6.0 (6.1) of Schedule C to MDWL No. 218-102 requires a Harmful Algae Bloom (HAB) monitoring, sampling and reporting plan. The plan must be implemented during the harmful algae bloom season, during but not limited to the warm seasonal period between June 1<sup>st</sup> and October 31<sup>st</sup> of each year, or as otherwise directed by the Medical Officer of Health. A Plan has been developed and is in effect for the Haileybury Drinking Water System during the HAB season. The Plan includes visual inspection of the HAB monitoring area at least once per week. Sampling for microcystins on the raw and treated water each week. Reporting to the local Health Unit and the Ministry's Spills Actions Center (SAC) if a suspected bloom is observed or if microcystins are detected in either the raw or treated water samples.

#### Table 13: Summary of Microcystin Results

Sample Type	# of Samples	Range of Microcystin Results (min to max)	Unit of Measure	Exceedance
Raw	23	< 0.15 to < 0.15	ug/L	No
Treated	23	< 0.15 to < 0.15	ug/L	No

Maximum Allowable Concentration (MAC) for Microcystin-LR = 1.5 ug/L

One (1) event of suspected and/or confirmed blue green algae blooms was reported to the Medical Officer of Health and the Ministry's SAC during the reporting period (Event No. 162225).

Event No.	166008
Date	August 15, 2024
Details	A suspected harmful algae bloom (HAB) was observed in the Haileybury monitoring area on the shore of Lake Temiskaming by the low lift pump building and at the Marina next to the beach area.



-

	Raw and treated water samples collected on August 6 <sup>th</sup> & 12 <sup>th</sup> had less than detectable microcystins (< 0.15 ug/L).
Corrective Actions	Filtration and disinfection processes were optimized and closely monitored.
	Raw and treated water samples were collected on August 19 <sup>th</sup> , August 26 <sup>th</sup> and September 3 <sup>rd</sup> . Results were acceptable with less than detectable microcystins (< 0.15 ug/L).
	Daily observations were conducted until 3 sets of sample results were acceptable and no blooms were observed in the HAB monitoring area.
	Weekly observations of the HAB monitoring area and weekly sampling for microcystins of both the raw and treated water continued until October 31 <sup>st</sup> , the end of the HAB monitoring season).

## Schedule 22 – Summary Reports for Municipalities

## **10. Requirements the System Failed to Meet**

The following table lists the requirements of the Safe Drinking Water Act (2002), the drinking water regulations, the Permit to Take Water (PTTW), the Municipal Drinking Water Licence (MDWL), the Drinking Water Works Permit (DWWP), and any other orders applicable to the system that were not met at any time during the reporting period.

According to information kept on record by OCWA, the Haileybury Drinking Water System failed to meet the following requirements which were identified in the MECP inspection report dated March 28, 2024.

Legislation	Requirement(s) not Met	Duration	Corrective Action(s)
O. Regulation 170/03, Municipal Drinking Water License (MDWL) No. 218-102, Drinking Water Works Permit (DWWP) No. 218-202	All parts of the drinking water system were not disinfected in accordance with a procedure listed in Schedule B of the Drinking Water Works Permit. Records provided to the MECP in 2024 in relation to a Reconstruction Project on Albert Street in 2023 contained insufficient information to confirm that all the compliance requirements of Ministry's Watermain Disinfection Procedure. were met. By April 22, 2024, the Owner must provide a written report to the MECP which is to include a detailed description of the project and an assessment of compliance with the Ministry's Watermain Disinfection Procedure.	June 2023 (start of the project) to April 25, 2024 (submission of the report)	The Engineer of the Project (EXP) and the Owner provided a report to the MECP which compiled all the information documented for the Albert Street Construction Project. The report also included a standard operating procedure (SOP) for the Disinfection of Drinking Water Systems which includes all requirements of the AWWA Standards and the Ministry's Watermain Disinfection Procedure. The SOP will be provided to contractors and/or Engineers as part of the Scope of the Work for future projects. The Owner will have meetings with OCWA (the ORO) and the contractor and/or Engineer prior to the start of the work to determine responsibilities and after the work is complete to ensure compliance.

Table 14: Requirements the System Failed to Meet

Also noted in this section, four (4) adverse water quality incidents were also reported to the Ministry's Spills Action Center during the reporting period. Refer to *Section 5* - Details of Notices Reported & Submitted to the Spills Action Center on page 6 of this report for details.

## 11. Summary of Quantities and Flow Rates

#### **11.1 Flow Monitoring**

Municipal Drinking Water Licence (MDWL) #218-102 requires the owner to install a sufficient number of flow measuring devices to permit the continuous measurement and recording of:

- the flow rate and daily volume of water conveyed from the treatment system to the distribution system,
- the flow rate and daily volume of water conveyed into the treatment system.

The systems' Permit to Take Water (PTTW) #P-300-1067513491 requires that on each day water is taken from the source, the date, the volume of water taken on that date and the rate at which it was taken be recorded.

The Haileybury drinking water system has one flow meter to monitor the raw water entering the treatment plant and one to monitor the treated water leaving the plant and entering an off-site reservoir. These flow metering devices are calibrated in accordance to manufacturers' specifications on an annual basis and are operating as required.

#### 11.2 Rated Capacity & Flow Rates

The system's Permit to take Water (PTTW) No. P-300-1067513491 allows the plant to withdraw a maximum volume of 6816 cubic meters from Lake Temiskaming each day. A review of the raw water flow data indicates that the system did not exceed this allowable limit having a maximum volume of 3318 m<sup>3</sup>.

The Permit also allows a maximum flow rate of 4733 L/minute which was not exceeded during the reporting period having a maximum flow rate of 4567 L/minute.

Condition 1.0 (1.1) to Schedule C of MDWL No. 218-102 states that the maximum daily volume of treated water that flows from the treatment subsystem to the distribution system not exceed a maximum flow of 6820 m<sup>3</sup> on any calendar day. The Haileybury DWS complied with this limit having a recorded maximum volume of 3114 m<sup>3</sup>/day, which is 46% of the rated capacity.

The following tables (Table 15 and Table 16) indicate the quantities and flow rates of water taken and produced during the reporting period, including monthly average flows, maximum daily flows and total monthly volumes. A comparison of the water data is made to the rated capacity and flow rates specified in the system's Permit to Take Water and the Municipal Drinking Water License.

Figure 1 is a comparison of the maximum allowed water taking identified in the system's PTTW to the average and maximum raw water flows entering the water treatment plant.

Figure 2 is a comparison of the maximum rated capacity specified in the system's MDWL to the average and maximum treated water flows entering the distribution system.



#### Table 17 lists historical maximum raw and treated flows from 2018 to 2024.

#### Table 15: 2024 – Monthly Summary of Water Takings from the Source (Lake Temiskaming)

Lake Temiskaming	Jan	Feb	Mar	Apr	Мау	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Total Volume (m <sup>3</sup> )	70897	68181	70492	64385	70011	74051	75940	73998	65839	70849	67350	69051	841045
Average Volume (m <sup>3</sup> /d)	2287	2351	2274	2146	2258	2468	2450	2387	2195	2285	2245	2227	2298
Maximum Volume (m <sup>3</sup> /d)	2556	3175	2829	2356	2624	2863	2781	2841	2345	2541	2718	3318	3318
PTTW - Maximum Allowable Volume (m³/day)	6816	6816	6816	6816	6816	6816	6816	6816	6816	6816	6816	6816	6816
Maximum Flow Rate (L/min)	4452	4398	4110	4183	4159	4196	4567	4466	4278	3059	4220	4091	4567
PTTW - Maximum Allowable Flow Rate (L/min)	4733	4733	4733	4733	4733	4733	4733	4733	4733	4733	4733	4733	4733

Regulated by Permit to Take Water (PTTW) #P-300-1067513491, issued February 13, 2020

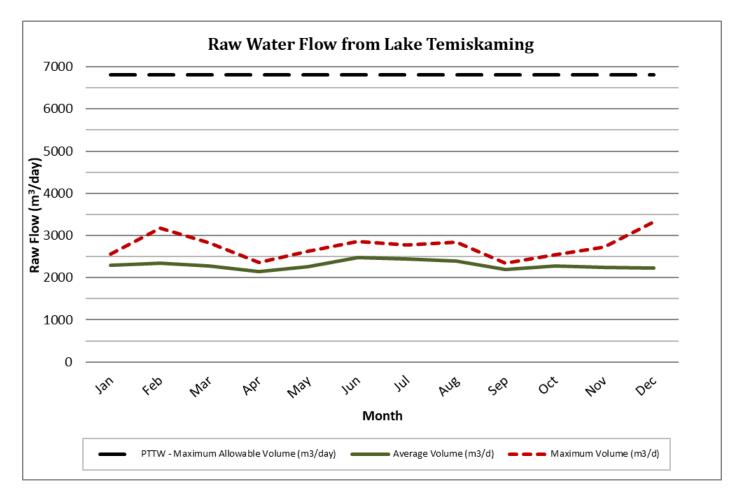


Figure 1: Comparison of Raw Water Flows to the Maximum Allowable Water Taking



## Table 16: 2024 – Monthly Summary of Treated Water Supplied to the Distribution System

Treatment Plant	Jan	Feb	Mar	Apr	Мау	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Total Volume (m <sup>3</sup> )	65689	62806	66177	60626	65716	69479	70848	69453	61764	66190	61565	65280	785593
Average Volume (m³/d)	2119	2166	2135	2021	2120	2316	2285	2240	2059	2135	2052	2106	2146
Maximum Volume (m³/d)	2253	2954	2732	2184	2459	2592	2673	2640	2174	2385	2397	3114	3114
MDWL - Rated Capacity (m <sup>3</sup> /day)	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820

Regulated by Municipal Drinking Water Licence (MDWL) #218-102-3, issued July 23, 2021

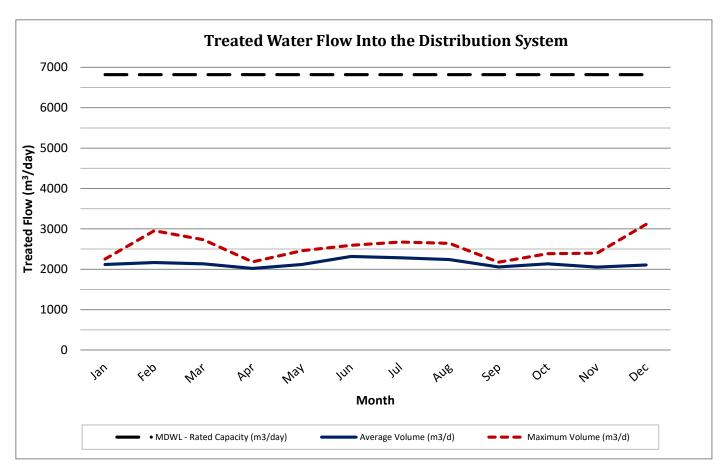


Figure 2: Comparison of Treated Flows to the Maximum Rated Capacity



## **System Performance**

The following information is provided to enable the Owner to assess the capability of the system to meet existing and future water usage needs:

Rated Capacity of the Plant (MDWL)	6820 m³/day	
Average Daily Flow for 2024	2146 m <sup>3</sup> /day	31 % of the rated capacity
Maximum Daily Flow for 2024	3114 m <sup>3</sup> /day	46 % of the rated capacity
Total Treated Water Produced in 2024	785,593 m <sup>3</sup>	

Year	Maximum Raw Flow (m³/d)	Max. Day % of PTTW Allowable (6816 m3/d)	Maximum Treated Flow (m <sup>3</sup> /d)	Max. Day % of MDWL Capacity (6820 m <sup>3</sup> /d)
2024	3318	49%	3114	46%
2023	3561	52%	2969	44%
2022	4088	60%	3836	56%
2021	3487	51%	3372	49%
2020	3788	56%	3565	52%
2019	4154	61%	3486	51%
2018	4427	65%	4220	62%

## Table 17: 2024 – Historical Maximum Flows (2018 to 2024)

## Conclusion

The water quality data collected in 2024 demonstrates that the Haileybury drinking water system provided high quality drinking water to its users.

The system was able to operate in accordance with the terms and conditions of the Permit to Take Water and in accordance with the rated capacity of the Municipal Drinking Water Licence while meeting the community's demand for water use.

Any non-compliances that were identified during the reporting period were addressed promptly and effectively. All Adverse Water Quality Incidents and events that occurred were reported to the Local Health Unit and the Ministry's Spills Action Center as required. All corrective actions were completed and the incidents were resolved as soon as possible.



## APPENDIX A Monthly Summary of Microbiologcal & Operational Test Results

NE\_Haileybury DWS\_Annual Reg Report

Receiver:

From 01/01/2024 to 12/31/2024

Facility Name: HAILEYBURY Facility Org Number: 5752 DRINKING WATER SYSTEM Facility Owner: Municipality: Clty of Temiskaming Shores C . D I.V. 4000

Works: 210000309 Facility Classification: Class 3 Water Treatment Total Design Capacity: 6820 m3/day



Raw Water														20	024	
ake Timiskaming	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Total	Avg	Max	Min
Total Coliform: TC - cfu/100mL																
Lab Count	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	5.00	53.00			
Lab Month.Max	295.00	86.00	505.00	> 1000/NDOGT	405.00	185.00	6.00	7.00	41.00	152.00	210.00	100.00			> 1000/NDOGT	
Lab Month.Mean	171.80	53.50	> 251.25	> 406.00	189.25	100.75	3.60	2.50	25.75	53.20	179.00	59.60		> 120.63		
Lab Month.Min	38.00	10.00	42.00	104.00	24.00	0.00	2.00	0.00	16.00	6.00	108.00	38.00				0.00
E. Coli: EC - cfu/100mL																
Lab Count	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	5.00	53.00			
Lab Month.Max	< 5.00	2.00	6.00	20/NDOGT	10.00	< 5.00	4.00	2.00	21.00	24.00	36.00	2.00			36/NDOGT	
Lab Month.Mean	< 3.40	< 2.00	< 3.00	< 8.00	< 4.75	< 3.00	< 2.40	< 1.00	8.00	< 9.20	19.50	< 2.00		< 5.42		
Lab Month.Min	2.00	< 2.00	< 2.00	< 2.00	< 2.00	0.00	< 2.00	0.00	2.00	< 2.00	2.00	< 2.00				0.00
Filtered Water																
Filter #1	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Total	Avg	Max	Min
Turbidity (Max 1 NTU) - NTU																
OL Month.Max	0.24	0.90	0.22	0.27	0.21	0.11	0.56	0.12	0.10	0.16	0.56	0.22			0.90	
OL Month.Mean	0.05	0.05	0.05	0.06	0.05	0.04	0.04	0.04	0.04	0.05	0.06	0.04		0.05		
OL Month.Min	0.00	0.00	0.04	0.00	0.00	0.00	0.03	0.00	0.00	0.00	0.00	0.00				0.00
Filter #2	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Total	Avg	Max	Min
Turbidity (Max 1 NTU) - NTU																
OL Month.Max	0.40	0.95	0.19	0.71	0.23	0.90	0.38	0.45	0.17	0.00	0.69	0.44			0.95	
OL Month.Mean	0.05	0.05	0.03	0.05	0.05	0.04	0.04	0.04	0.01	0.00	0.04	0.04		0.04		
OL Month.Min	0.03	0.03	0.03	0.00	0.00	0.00	0.02	0.00	0.00	0.00	0.00	0.00				0.00
		5.1.2024						4				D				
Filter #3	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Total	Avg	Max	Min
Turbidity (Max 1 NTU) - NTU																
OL Month.Max	0.95	0.83	0.31	0.35	0.30	0.17	0.46	0.14	0.17	0.20	0.99	0.48			0.99	
OL Month.Mean	0.01	0.07	0.05	0.06	0.06	0.04	0.04	0.04	0.04	0.05	0.09	0.06		0.05		
OL Month.Min	0.00	0.03	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00

NE\_Haileybury DWS\_Annual Reg Report

From 01/01/2024 to 12/31/2024

Facility Name: HAILEYBURY Facility Org Number: 5752 DRINKING WATER SYSTEM

Receiver:

Shores

Works: 210000309 Facility Owner: Municipality: Clty of Temiskaming Facility Classification: Class 3 Water Treatment Total Design Capacity: 6820 m3/day



rom 01/01/2024 to 12/31/2024	Receiver:	Shores	L.:: 4000		Total Design	Capacity: 6820 m3/da	y		- Agenc	e untarie	enne ves	Eaux				
Freated Water																
reated Water	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Total	Avg	Max	Min
Total Coliform: TC - cfu/100mL																
Lab Count	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	5.00	53.00			
Lab Month.Max	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Lab Month.Mean	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		
Lab Month.Min	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00
E. Coli: EC - cfu/100mL																
Lab Count	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	5.00	53.00			
Lab Month.Max	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Lab Month.Mean	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		_
Lab Month.Min	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00
HPC - cfu/mL																
Lab Count	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	5.00	53.00			
Lab Month.Max	< 10.00	20.00	50.00	10.00	30.00	80.00	500.00	200.00	190.00	20.00	< 10.00	< 10.00			500.00	
Lab Month.Mean	< 10.00	< 12.50	< 20.00 <	10.00	< 15.00	< 27.50 <	142.00	< 62.50	< 57.50	< 12.00	< 10.00	< 10.00		< 32.83		
Lab Month.Min	< 10.00	< 10.00	< 10.00 <	10.00	< 10.00	< 10.00 <	10.00	< 10.00	< 10.00	< 10.00	< 10.00	< 10.00				< 10.00
Reservoir																
eservoir	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Total	<b>A</b>	Max	Min
Cl Residual: Free (Min 0.3 mg/L) - mg/L	Jan 2024			Api 2024		Jun 2024	Jui 2024		36p 2024	0002024			Total	Avg	IVIAA	
OL Month.Max	2.00	2.01	2.34	2.65	2.99	2.12	1.94	1.92	2.17	2.08	2.24	2.37			2.99	
OL Month.Mean	1.78	1.73	1.95	1.91	1.83	1.86	1.69	1.67	1.87	1.79	1.75	2.06		1.82		_
OL Month.Min	1.68	1.50	1.72	1.14	0.30	1.59	1.39	1.41	1.50	1.50	1.43	1.79				0.30
Distribution Water																
st Bacti/Residual	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Total	Avg	Max	Min
Cl Residual: Combined - mg/L																
IH Edited Count	9.00	9.00	8.00	9.00	9.00	8.00	9.00	9.00	8.00	10.00	8.00	10.00	106.00			_
IH Month.Max	1.94	1.90	2.14	2.07	1.99	1.86	1.63	1.54	1.60	1.66	1.70	2.09			2.14	
IH Month.Mean	1.62	1.71	1.89	1.69	1.65	1.74	1.44	1.33	1.42	1.45	1.54	1.84		1.61		
IH Month.Min	0.90	1.54	1.52	0.90	1.22	1.61	0.98	0.84	0.95	1.15	0.96	1.13				0.84

NE\_Haileybury DWS\_Annual Reg Report

From 01/01/2024 to 12/31/2024

 Facility Name: HAILEYBURY
 Facility Org Number: 5752

 DRINKING WATER SYSTEM
 Facility Owner: Municipality: Clty of Temiskaming

Shores

Receiver:

Works: 210000309 Facility Classification: Class 3 Water Treatment Total Design Capacity: 6820 m3/day



om 01/01/2024 to 12/31/2024	Receiv	er:		Shores		*200				Total Desig	gn Capa	acity: 6820 m.	s/day			V	-	Agent		untario	CIII	IC Dea		IHA					
Total Coliform: TC - cfu/100mL																													
Lab Count		5.00		4.00		4.00		5.00		4.00		4.00		5.00		4.00		4.00		5.00		4.00		5.00	53.00				
Lab Month.Max		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00				0.00	
Lab Month.Mean		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00			0.00		
Lab Month.Min		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00					0.00
E. Coli - cfu/100mL																													
Lab Count		5.00		4.00		4.00		5.00		4.00		4.00		5.00		4.00		4.00		5.00		4.00		5.00	53.00				
Lab Month.Max		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00				0.00	
Lab Month.Mean		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00			0.00		
Lab Month.Min		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00					0.00
d Bacti/Residual		Jan 20	24	Feb 2024		Mar 2024		Apr 2024		May 2024		Jun 2024		Jul 2024		Aug 2024		Sep 2024		Oct 2024		Nov 2024		Dec 2024	Total		Avg	Max	Min
Cl Residual: Combined - mg/L																													
IH Edited Count		9.00		9.00		8.00		9.00		9.00		8.00		9.00		9.00		8.00		10.00		8.00		10.00	106.00				
IH Month.Max		1.63		1.50		1.81		1.93		1.59		1.70		1.55		1.54		1.17		1.74		1.77		2.08				2.08	
IH Month.Mean		1.29		1.35		1.41		1.39		1.16		1.27		0.91		0.91		0.81		1.00		1.61		1.63			2.32		
IH Month.Min		1.14		1.05		1.13		0.97		0.31		0.97		0.50		0.43		0.60		0.38		1.47		1.03					0.31
Total Coliform: TC - cfu/100mL																													
Lab Count		5.00		4.00		4.00		5.00		4.00		4.00		5.00		4.00		4.00		5.00		4.00		5.00	53.00				
Lab Month.Max		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00				0.00	
Lab Month.Mean		0.00	-	0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00			0.00		
Lab Month.Min		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00					0.00
E. Coli - cfu/100mL																													
Lab Count		5.00		4.00		4.00		5.00		4.00		4.00		5.00		4.00		4.00		5.00		4.00		5.00	53.00				
Lab Month.Max		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00				0.00	
Lab Month.Mean		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00			0.00		
Lab Month.Min		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00					0.00
HPC - cfu/mL																													
Lab Caunt		5.00		4.00		4.00		5.00		4.00		4.00		5.00		4.00		4.00		5.00		4.00		5.00	53.00				
Lab Count		50.0	) <	10.00		10.00		100.00		40.00	<	10.00	<	10.00	<	10.00	<	10.00	<	10.00	<	10.00	<	10.00				100.00	
Lab Month.Max														40.00		10.00		40.00		10.00							42.40	+	
	<	22.0	) <	10.00	<	10.00	<	28.00	<	17.50	<	10.00	<	10.00	<	10.00	<	10.00	<	10.00	<	10.00	<	10.00		<	13.40	1	

NE_Haileybury DWS_Annual Reg Report From 01/01/2024 to 12/31/2024	Facility Name: HAILEYB DRINKING WATER SYST Receiver:	EM Facility Owr Shores	Number: 5752 ner: Municipality: Clty	y of Temiskaming		0309 cation: Class 3 Wate apacity: 6820 m3/d			Ontario	o Clean \ e Ontarie	Nater Age enne Des	ency Eaux				
3rd Bacti/Residual	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Total	Avg	Max	Min
Cl Residual: Combined - mg/L																
IH Edited Count	9.00	9.00	8.00	9.00	9.00	8.00	9.00	9.00	8.00	10.00	8.00	10.00	106.00			
IH Month.Max	1.68	1.78	2.09	1.88	1.86	1.74	1.50	1.40	1.70	1.80	1.66	1.79			2.09	
IH Month.Mean	1.45	1.54	1.71	1.59	1.36	1.42	1.07	0.90	1.21	1.20	1.43	1.45		1.36		
IH Month.Min	1.07	1.05	1.36	1.34	0.42	1.12	0.74	0.43	0.78	0.66	1.18	1.02				0.42
Total Coliform: TC - cfu/100mL																
Lab Count	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	5.00	53.00			
Lab Month.Max	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Lab Month.Mean	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		
Lab Month.Min	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00
E. Coli - cfu/100mL																
Lab Count	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	5.00	53.00			
Lab Month.Max	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	
Lab Month.Mean	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00		
Lab Month.Min	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00
4th Residual	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Total	Avg	Max	Min
Cl Residual: Combined - mg/L																
IH Edited Count	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	4.00	5.00	4.00	5.00	53.00			_
IH Month.Max	1.79	1.67	1.94	1.98	1.64	1.73	1.48	1.35	1.82	1.34	1.79	1.75			1.98	
IH Month.Mean	1.67	1.54	1.85	1.78	1.58	1.52	1.31	1.18	1.41	1.27	1.38	1.67		1.51		
IH Month.Min	1.47	1.32	1.73	1.57	1.51	1.28	1.14	1.00	1.21	1.12	0.84	1.60				0.84

#### NOTES:

NDOGT = No data, sample overgrown with tareget bacteria



City of Temiskaming Shores Administrative Report

Subject:	New Liskeard Lagoon Aeration/Capacity – Federal Government Funding Application	Report No.:	PW-011-2025
		Agenda Date:	March 4, 2025

## **Attachments**

Appendix 01: EXP Cost Estimate

## **Recommendations**

It is recommended:

- 1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-011-2025; and
- 2. That Council hereby supports the submission of a funding application to the Canada Housing Infrastructure Fund for the New Liskeard Lagoon Aeration/Capacity Project with a project cost of \$ 5,880,600.00.

## **Background**

The current aeration system at the New Liskeard Lagoon is approximately 18 years old and is experiencing operational difficulty. It has been indicated by the Ontario Clean Water Agency (OCWA) that material/parts for the system are difficult to obtain or are no longer available. In addition, although sanitary capacity is not an immediate concern, staff and OCWA have begun discussions on an future approach.

Through an informal quotation process, staff engaged EXP to develop an aeration feasibility report to determine the most efficient and economical approach for aeration replacement. Since that time, the Federal Government released the Fall intake of the Canada Housing Infrastructure Fund, where up to 50% of eligible expenditures could be covered. The application deadline is March 31, 2025.

Understanding that aeration has a direct impact on capacity within a lagoon treatment system, staff contacted EXP to adjust the scope of work, to develop an aeration/capacity needs study to support the potential funding application.

## <u>Analysis</u>

Although the final aeration/capacity needs study for the New Liskeard Lagoon has not yet been finalized, EXP provided staff with a cost estimate to support any funding application.



Staff have reviewed the cost estimate which is summarized in the table below:

Activity	Cost Estimate
Removal of Existing Aeration System	\$ 600,000.00
Sludge Digestion and Removal	\$ 1,600,000.00
Supply and Installation of New Aeration System	\$ 2,000,000.00
Building Expansion	\$ 750,000.00
Engineering/Project Management/Contract Administration	\$ 396,000.00
Contingency Allowance (10%)	\$ 534,600.00
Total	\$ 5,880,600.00

This construction and upgrade to the aeration system at the New Liskeard Lagoon will increase capacity from 5,500 m<sup>3</sup>/day to approximately 8,000 m<sup>3</sup>/day. This increase will accommodate planned and potential residential, industrial, commercial, and institutional developments, to support growth in the community.

Should the funding application be successful, staff would recommend a multi-year capital project from 2026-2028/29.

Appendix 01 outlines the cost estimate provided by EXP.

## Relevant Policy / Legislation / City By-Law

• City of Temiskaming Shores Asset Management Plan (2024)



## **Consultation / Communication**

- Various Meetings with OCWA
- Various Meetings with EXP
- Communication/Consultation with the Senior Management Team

## 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 🖂

As mentioned above, should the funding application be successful, staff would recommend a multi-year capital project commencing in 2026. Appropriate funds would be budgeted for each corresponding year.

## **Climate Considerations**

With the replacement and enhancement of the aeration system at the New Liskeard Lagoon, it is anticipated the CO2 emissions would be reduced.

## <u>Alternatives</u>

No alternatives were considered.

## **Submission**

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Steve Burnett Manager of Environmental Services Sandra Lee City Manager



January 27th, 2025

#### Steve Burnett

Manager of Environmental Services Corporation of the City of Temiskaming Shores 325 Farr Drive, P.O Box 2050, Haileybury, ON, P0J 1K0

#### Re: New Liskeard Lagoon Aeration System Cost Estimate

#### Dear Steve,

Further to your request, EXP Services Inc. (EXP) has prepared an estimate of the probable cost to design and construct an upgrade to the aeration system at the New Liskeard lagoon to increase the existing capacity from the current 5,500 m<sup>3</sup>/day to approximately 8,000 m<sup>3</sup>/day. The increase in capacity is necessary to accommodate planned residential developments to assist in meeting provincial and federal initiatives to provide new, affordable housing. Additional capacity is also needed for commercial, industrial and institutional developments to support the growth of the community.

#### **Project Scope and Deliverables**

EXP understands the requested scope of services as follows:

- Engineering Design, approval and Tender documents for new Aeration System
- Lagoon desludging (chemical/physical removal necessary for aeration installation).
- Removal and disposal of existing aeration headers, laterals and appurtenances.
- Supply and installation of new partial mix aeration system including blowers, shallow buried headers, laterals and diffusers and all related appurtenances.
- Expansion of existing lagoon blower building to house new blower equipment.
- Contract Administration and Construction Supervision.

EXP has prepared the estimate below based on current pricing in January 2025. A 10% contingency has been included in the estimate to allow for inflation and market changes that may occur between the time of preparation of this estimate and the time of construction.

## **Project Estimate**

Building Expansion	Lump Sum	\$ 750,000 \$ 200,000
Engineering/Project Management/Contract Administration	Lump Sum	\$ 396,000
Contingency Allowance (10%)	Lump Sum	<u>\$ 534,600</u>

If you have any questions or require further information, please advise the undersigned.

Sincerely, EXP Services Inc.

N.L. L.L.L

Nolan Dombroski, P.Eng., Senior Director, Infrastructure.





# <u>Memo</u>

То:	Mayor and Council
From:	Mathew Bahm, Director of Recreation
Date:	March 4, 2025
Subject:	All Age Friendly Committee Member Appointment
Attachments:	Draft By-law Amendment

Mayor and Council:

The All Age Friendly Community Committee meets regularly to discuss and review initiatives related to seniors within the City. The Committee operates under the oversight of the City's Recreation Department and the Age-Friendly Coordinator.

Committee members were appointed under By-Law No. 2022-185 (as amended), being a by-law to appoint community representatives to various Committees and Boards for the 2023-2026 Term of Council.

Staff recommend appointing three additional members to the Committee: Yvonne Walford, Karli Hawken and Darlene Kant. Each of these individuals works closely with local seniors in various capacities, and bring valuable local knowledge to enhance the Committee's ability to provide meaningful programming and advocacy.

Therefore, staff are recommending that By-law No. 2022-185, as amended, be further amended by adding the following as committee members:

Yvonne Walford Karli Hawken Darlene Kant	All Age Friendly Community Committee All Age Friendly Community Committee All Age Friendly Community Committee		
Prepared by:	Reviewed and submitted for Council's consideration by:		
"Original signed by"	"Original signed by"		
Mathew Bahm	Sandra Lee		
Director of Recreation	City Manager		

## The Corporation of the City of Temiskaming Shores

## By-law No. 2025-000

## Being a by-law to amend By-law No. 2022-185 to appoint community representatives to various Committees and Boards for the 2022-2026 Term of Council

**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 adopted By-law No. 2022-185 to appoint community representatives to various Committees and Boards for 2022-2026 Term of Council, which has been amended by Council from time-to-time; and

**Whereas** the Committee of Adjustment accepted the resignation letter of Dan Dawson based on his appointment to fill the vacant position in the Office of Councillor; and

**Whereas** Council adopted by-law No. 2024-128, being a by-law to appoint Dan Dawson to fill the vacancy in the Office of Councillor for the Corporation of the City of Temiskaming Shores at the October 15, 2024 Regular Council meeting; and

**Whereas** Council considered Memo No. 005-2025-CS at the March 4, 2025 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to appoint Yvonne Walford, Karli Hawken and Darlene Kant as Community Representatives on the All Age Friendly Committee, or consideration at the March 18, 2025 Regular Council Meeting.

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

- 1. That Schedule "A" to By-law No. 2022-185, be further amended by removing **Dan Dawson** as community representative from the **Committee of Adjustment** for the 2022-2026 Term of Council; and
- That Schedule "A" to By-law No. 2022-185, be further amended by adding Yvonne Walford, Karli Hawken and Darlene Kant as Community Representatives on the All Age Friendly Committee for the 2022-2026 Term of Council; and

3. 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 18<sup>th</sup> day of March, 2025.

Mayor
Clerk



Recreation Services 006-2025-RS

<u>Memo</u>	
То:	Mayor and Council
From:	Mathew Bahm, Director of Recreation
Date:	March 4, 2025
Subject:	FCM – Green Municipal Fund Grant Agreement
Attachments:	Appendix 01 – Proposed Grant Agreement

Mayor and Council:

As part of the City's ongoing efforts to implement its Greenhouse Gas Reduction Plan and achieve the interim emissions reduction target of 40% below 2019 levels by 2033, the City is working to decarbonize its fleet.

At the June 4, 2024, Committee of the Whole meeting, Council received Memo No. 013-2024-RS, outlining a funding opportunity through the Green Municipal Fund to support the development of a fleet decarbonization plan. Following Council's direction, staff submitted an application for \$66,000 to fund this study.

The City was successful in securing the grant and has received the proposed funding agreement from the Federation of Canadian Municipalities (FCM). Staff have also completed the procurement process for a consultant to conduct the study, with a separate report before Council recommending the contract award, pending approval of the funding agreement.

Under the agreement, the Green Municipal Fund will cover 73% of total project costs, up to \$48,000. Upon completion of the study, the City will become eligible for additional funding opportunities to support the plan's implementation.

The funding agreement needs to be signed by March 17, 2025, or the City risks losing this funding.

Therefore, Staff recommend Council provide the Mayor and Clerk with the delegated authority to sign this agreement on behalf of the City, with the final agreement to be confirmed through a by-law at the March 18, 2025 Regular Council Meeting.

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm Director of Recreation Sandra Lee City Manager

## The Corporation of the City of Temiskaming Shores

## By-law No. 2025-000

## Being a by-law to authorize entering into a funding agreement with the Federation of Canadian Municipalities (FCM) under the Green Municipal Fund (GMF) for the development of a fleet decarbonization plan

**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 Memo No. 006-2025-RS at the March 4, 2025 Committee of the Whole meeting, and delegated authority to the Mayor and Municipal Clerk to enter into the Green Municipal Fund Grant Agreement with the Federation of Canadian Municipalities, for the development of a fleet decarbonization plan, estimated at \$66,000 (73% funded by FCM), and further directed staff to prepare the necessary by-law to confirm the Green Municipal Fund Grant Agreement with FCM at the March 18, 2025 Regular Council meeting.

**Whereas** the Council of The Corporation of the City of Temiskaming Shores deems it necessary to enter into an agreement with the Federation of Canadian Municipalities.

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

- 1. That Council confirm the funding agreement with the Federation of Canadian Municipalities (FCM), acting as a trustee of the Green Municipal Fund (GMF), in the amount of \$66,000, for the development of a fleet decarbonization plan, as 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 any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 18<sup>th</sup> day of March, 2025.

-	Mayor
	Clerk



Schedule "A" to

## By-law No. 2025-000

Agreement between

## The Corporation of the City of Temiskaming Shores

and

## Federation of Canadian Municipalities (FCM)

A funding agreement under the Green Municipal Fund (GMF) for the development of a fleet decarbonization plan



#### GREEN MUNICIPAL FUND GRANT AGREEMENT GMF CORE-24-0169

This Grant Agreement is hereby made and entered into

#### **BETWEEN:**

**FEDERATION OF CANADIAN MUNICIPALITIES**, a not-for-profit corporation incorporated under the laws of Canada, acting as trustee of the Green Municipal Fund ("**GMF**"), and having a place of business at 24 Clarence Street, Ottawa, ON, K1N 5P3.

#### ("FCM")

and

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES, an Ontario corporation and having a place of business at 325 Farr Drive, Haileybury, ON, POJ 1K0.

#### ("Recipient")

FCM and the Recipient shall be referred to individually as a "Party" and collectively as the "Parties".

The Agreement, including all the schedules described below, constitutes the entire understanding and agreement between the Parties ("Agreement") and supersedes all prior correspondence, offers, negotiations, agreements, or other communications between the Parties relating to the subject matter hereof, whether oral, written or electronic. No changes or modification to the Agreement shall be binding upon a Party unless in writing and signed by both Parties.

The Agreement will be effective commencing on the date of last signature below ("Effective Date") and shall end on December 13, 2028 ("Term") unless earlier terminated in accordance with the provisions of the Agreement.

#### The following Schedules are attached and incorporated in the Agreement by reference:

Schedule A – General Terms and Conditions	
Schedule B – Eligible and Ineligible Costs Table	

- Schedule C Recipient's Specific Terms and Conditions
- Schedule D Request for Contribution Template

Schedule E – Project Progress Report Template

Schedule F – Project Completion Report Template

In witness whereof, the Parties have executed the Agreement through their duly authorized officials.

#### FEDERATION OF CANADIAN MUNICIPALITIES

## THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Per:\_\_\_\_\_ Catherine Gardner Director, Client and Funding Services, GMF

Logan	Belanger
Clerk	

Por.

Date:\_\_\_\_\_

Date:\_\_\_\_\_



#### 1. **DEFINITIONS**

#### SCHEDULE A - GENERAL TERMS AND CONDITIONS

Whenever used in the Agreement and unless the context otherwise requires, the following terms have the following meanings:

"Advanced Contribution" means the first disbursement of the Grant Amount, disbursed in advance of the Recipient having incurred sufficient Eligible Costs to request reimbursement from FCM, as set forth in Schedule C to the Agreement;

"**Business Day**" means any day other than a Saturday, Sunday or statutory holidays in the Province of Ontario;

"Confidential Information" has the meaning ascribed thereto in Section 8.3 of this Schedule A;

"Contribution" means each individual disbursement of the Grant Amount, as set forth in Schedule C;

"Eligible Costs" means the costs described in Schedule B of the Agreement, for which the Recipient may use the Grant;

"Expense Claim" means the expense claim in the form of the Project Workbook;

**"FCM's Accessibility Guidelines**" means the FCM guidelines to be followed by the Recipient, or the consultant hired by the Recipient, when preparing the Project Progress Report(s), Project Completion Report and Final Deliverable, to ensure that such reports are accessible to people with disabilities;

"Final Contribution" means the last disbursement of the Grant Amount. In the event that the Recipient receives the Grant Amount in a single contribution, FCM will advance the Grant Amount through the Final Contribution;

"Final Deliverable" means the final version of the plan or the final version of the report summarizing the results and activities undertaken in conducting the business case, study or the pilot project, as applicable, as described in Schedule C;

"GAAP" means the generally accepted accounting principles for local governments as recommended, from time to time, by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants;

"Material Change" means any change to the description of the Project, forecasted Eligible Costs or particulars of the sources of funding, all as set forth in Schedule C;

"**Project**" means the plan, business case, feasibility study or pilot project, as applicable, as described in Schedule C;

"**Project Workbook**" means the form of electronic spreadsheet provided by FCM to the Recipient, as amended by FCM from time to time, to be completed when providing information updates or submitting a Request for Contribution to FCM; and

"Request for Contribution" means the request for Contribution, in the form of Schedule D.

#### 2. GRANT

- 2.1 <u>Grant Purpose</u> FCM is providing the Grant to the Recipient for the sole purpose of assisting the Recipient in the preparation of the Project ("**Grant**").
- 2.2 <u>Grant Amount</u> Subject to and in accordance with the terms and conditions of the Agreement and in reliance upon the representations, warranties and covenants of the Recipient hereinafter set forth, FCM agrees to contribute towards the Eligible Costs the maximum amount in Canadian Dollars (the "Grant



**Amount**"), set forth in Schedule C of the Agreement. In the event that, if the aggregate amount of funding received or to be received from all sources of funding, other than the Recipient, as set forth in Schedule C of the Agreement or as updated in the Project Workbook (all as determined and calculated by FCM) is greater than the total costs incurred by the Recipient in respect of the Project, as evidenced by the delivery of documentation establishing Eligible Costs, then FCM may reduce the Grant Amount to such amount as it deems appropriate, in its sole and absolute discretion.

- 2.3 <u>Grant Expiration Date</u> In the event that the Recipient fails to meet the conditions of Contribution set forth in the Request for Contribution and fails to obtain the Final Contribution before the end of the Term, then FCM may, at its sole and absolute discretion terminate any further requirement to make the Contribution(s), set forth in Schedule C.
- 2.4 <u>Grant Disbursement</u> FCM will disburse the Contribution within 30 days of confirming that the Recipient has met all of FCM's conditions, to FCM's satisfaction.
- 2.5 <u>Advanced Contribution</u> FCM will inform the Recipient, before signature of the Agreement, whether it is eligible for an Advanced Contribution, all as determined in FCM's sole and absolute discretion. In the event that the Recipient is eligible for an Advanced Contribution, FCM will disburse the Contribution within 30 days of receiving from the Recipient, a signed Agreement and a completed copy of FCM's Electronic Funds Transfer form, identifying the bank account where FCM should disburse the Advanced Contribution. The representations and warranties confirmed or made in the Agreement with respect to the Recipient will be true on and as of the date that FCM makes the Advanced Contribution, with the same effect as though such representations and warranties have been made on and as of the date that FCM makes the Advanced Contribution provided to FCM is not true and correct, or if any act or event does or may materially and adversely affect the Project or the ability of the Recipient to perform its obligations under the Agreement or the Project or any of its other obligations that are material to the Recipient has occurred, the Recipient will immediately notify FCM prior to the making of the Advanced Contribution.

#### 3. OBLIGATIONS OF THE RECIPIENT

Unless FCM shall otherwise agree in writing, the Recipient covenants and agrees that it: (i) shall use the Grant solely for expenditures that are Eligible Costs; (ii) shall carry out the Project and conduct the activities thereof in compliance with all applicable laws, regulations, order, rules, ordinances, permits, licenses, and without restricting the generality of the foregoing, in compliance with all labour, environmental, health and safety and human rights legislation applicable to the Project; (iii) shall carry out the Project with due diligence and efficiency and in accordance with sound engineering, scientific, financial and business practices; (iv) shall maintain industry standard insurance coverage which shall include general liability insurance; (v) shall not make any Material Change to the Project or in the nature or scope of its legal status; and (vi) shall not sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the real or personal property, whether movable or immovable, acquired, purchased, constructed, rehabilitated or improved, in whole or in part with the Grant, except if previously approved by FCM as described in Schedule C.

#### 4. ELIGIBLE COSTS

Expenses that are eligible for partial reimbursement by FCM must be: (i) invoiced directly to the Recipient; (ii) incurred after the date set forth in Schedule C; (iii) an integral and an essential component of the Project and required to help achieve the environmental objective of the Project; and (iv) actually and reasonably incurred in accordance with applicable industry standards.

#### 5. RECORD-KEEPING and AUDIT

- 5.1 <u>Record-keeping</u> The Recipient shall: (i) maintain its accounts, management information and cost control system and books of accounts adequately to reflect truly and fairly the financial condition of the Project and to conform to GAAP; and (ii) **safekeep all such records for at least seven (7) years after the end of the Term**.
- 5.2 <u>Audit</u> The Recipient shall: (i) upon FCM's request with reasonable prior notice thereto, permit representatives of FCM, during its normal office hours, to have access to its books of accounts and



records relating to the Project and permit FCM to communicate directly with, including the receipt of information from, its external auditors regarding its accounts and operations relating to the Project; (ii) permit FCM to undertake, at any time, at its expense, any audit of the records and accounts of the Recipient in relation to the Project. The Recipient agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with the Agreement. The Recipient will submit to FCM in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit; and (iii) permit the Government of Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, to inspect the terms and conditions of the Agreement and any records and accounts respecting the Project and to have reasonable and timely access to sites, facilities and any documentation relevant for the purpose of audit.

#### 6. ONGOING INFORMATION REQUIREMENTS

The Recipient shall provide to FCM the following information, in form and content satisfactory to FCM: (i) a Project Progress Report in the form of Schedule E within thirty (30) days of FCM making such requests; ii) prompt notice of any proposed change in the nature or scope of its legal status; (iii) prompt notice of any act or event which does or may materially and adversely affect the Project or may materially and adversely affect the ability of the Recipient to perform its obligations under the Agreement or the Project or any of the Recipient's other obligations that are material to the Recipient; (iv) prompt notice of any request, excluding legal documents subject to solicitor client privilege, before any court or arbitral body or other authority which might materially and adversely affect the Project or the ability of the Recipient to perform its obligations under the Agreement or arbitral body or other authority which might materially and adversely affect the Project or any of the Recipient to perform its obligations under the Agreement or in respect of the Project or any of the Recipient's other obligations under the Agreement or in respect of the Project or any of the Recipient's other obligations that are material to the Recipient or any of the Recipient's other obligations that are material to the Recipient; (v) immediate notice of the occurrence of any breach of any term or condition of the Agreement and specifying the nature of such breach, and the steps, if any, that it is taking to remedy the same; and (vi) such other information as FCM may from time to time reasonably request from the Recipient by notice to the Recipient.

#### 7. COPYRIGHT

- 7.1 <u>Copyright</u> Copyright in all reports, documents and deliverables prepared in connection with the Agreement and set out in Schedule C, by or on behalf of the Recipient (the "**Recipient Documentation**") will be the exclusive property of, and all ownership rights shall vest in either the Recipient or, subject to the Recipient's ability to grant the license set out in this Article 7.2, a person or entity engaged to develop the Recipient Documentation on behalf of the Recipient. In the event that the Recipient receives a copyright license to the Recipient Documentation, such license shall include a complete waiver in favour of the Recipient of all non-assignable rights (including moral rights) that may exist in the Recipient Documentation.
- 7.2 <u>License</u> The Recipient hereby grants to FCM an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, license, to use, reproduce, distribute, adapt, change formats, display, publish, make improvements to, sub-license, translate and copy in any manner the Recipient Documentation. This license shall survive the expiration or termination of the Agreement.
- 7.3 <u>Interview</u> FCM shall hold all right, title and interest, including all intellectual property rights, in and to all formats of the Interview, including but not limited to written, audio recorded or video recorded formats, and to have sole and exclusive rights to the use thereof. Prior to the Interview, the Recipient shall ensure that any person designated by the Recipient to participate in the Interview will execute and deliver to FCM a written agreement which effects the assignment to FCM of all right, title and interest therein, including all intellectual property rights, and provides that such person has waived all its non-assignable rights (including moral rights) therein and grants to FCM the right to use the individual's image, including but not limited to posting the Interview on a public website.

#### 8. PUBLIC RECOGNITION, COMMUNICATION, CONFIDENTIALITY

8.1 <u>Public Recognition</u> – The Recipient shall incorporate the following language into the Project Completion Report and the Final Deliverable:

<sup>&</sup>quot;© 20XX, The Corporation of the City of Temiskaming Shores. All Rights Reserved.



This project was carried out with assistance from the Green Municipal Fund, a Fund financed by the Government of Canada and administered by the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them."

- 8.2 <u>Communication</u> The Recipient shall comply with FCM's bilingual communication requirements until the date that is five (5) years following the Final Contribution and shall: (i) cooperate with FCM, who will lead the preparation and issuance of a news release announcing GMF funding for the Project and/or the coordination of a public announcement attended by FCM and the Government of Canada; (ii) promptly inform FCM of upcoming promotional events related to the Project and allow FCM and the Government of Canada to participate in such promotional events; (iii) cooperate with FCM in providing information on the Project to other interested persons to permit the sharing of knowledge and lessons learned about the Project; and (iv) cooperate with FCM in preparing one or more educational interviews, if required by FCM, showcasing the Project, that may be posted on FCM's public website or through other social media tools and made available through other mediums and in various formats (the "Interview").
- 8.3 <u>Confidentiality</u> All processes, documents, data, plans, material, policies or information pertaining to either Party's operations which is obtained by the other Party ("**Receiving Party**") or furnished to the Receiving Party in connection with the Agreement and expressly identified as confidential thereby, including, without limitation, the terms of the Agreement, ("**Confidential Information**") shall be maintained by the Receiving Party in strict confidence and shall not be disclosed to any person or entity for any reason or used by the Receiving Party except as necessary for it to perform its obligations hereunder. The limitations contained in this section shall not apply to (a) Confidential Information which is in the public domain at the time of disclosure; (b) Confidential Information that becomes part of the public domain after disclosure through no fault of the Receiving Party; (c) Confidential Information that the Receiving Party can prove was supplied to the Receiving Party by a third party or was independently developed by the Receiving Party; or (e) Confidential Information required to be disclosed pursuant to judicial process.
- 8.4 <u>Two versions of confidential reports</u> The Recipient shall provide two versions of any Project Progress Report, Project Completion Report or Final Deliverable that might contain Confidential Information. The version containing Confidential Information shall be clearly labeled as confidential and will be treated as confidential by FCM. The version that does not contain Confidential Information may be posted on FCM's public website and/or made available through other social media websites or tools and otherwise made available to interested third parties.

#### 9. **REPRESENTATIONS AND WARRANTIES**

The Recipient represents and warrants that: (i) it is duly established under the laws of the Province or Territory set forth in Schedule C of the Agreement and has the legal power and authority to enter into, and perform its obligations under, the Agreement and the Project; (ii) the Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms; (iii) neither the making of the Agreement nor the compliance with its terms and the terms of the Project will conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the Recipient is a party or by which it is bound, or violate any of the terms or provisions of the Recipient's constating documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the Recipient; (iv) it is not subject to any restructuring order under any applicable statutory authority; (v) no litigation, arbitration or administrative proceedings are current or pending or have been threatened, and so far as the Recipient is aware no claim has been made, which is likely to have an adverse effect on its preparation of the Project or its compliance with its obligations under the Agreement; and (vi) the Recipient has the right to grant the copyright license set out in Article 7 of this Schedule A.



#### 10. TERMINATION OF THE AGREEMENT

(a) FCM may terminate this Agreement: (i) if the Recipient breaches any term or condition of this Agreement, and fails to remedy such breach upon the expiry of 15 Business Days' written notice from FCM of such breach or, with respect to a breach that cannot be remedied within the 15 Business Day period, such longer period of time as FCM may reasonably provide the Recipient to remedy the breach, provided the Recipient has commenced to remedy the breach within the 15 Business Day period and is actively and diligently taking appropriate measures to remedy the breach; (ii) if, in FCM's sole discretion, the Project cannot be completed as initially presented; (iii) if the Recipient fails to meet the conditions of Contribution set forth in the Request for Contribution and fails to obtain the Final Contribution before the end of the Term; (iv) if control and charge over the administration of all the affairs of the Recipient are vested in any person other than the Recipient; (v) if the Recipient becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up, or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against the Recipient; and (vi) if the Parliament of Canada fails to pass an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided.

(b) Either Party may, on not less than 30 days' prior written notice to the other Party, terminate this Agreement.

#### 11. EFFECT OF TERMINATION

(a) If this Agreement is terminated pursuant to Article 10, the Recipient may be: (i) reimbursed for all or a portion of the Eligible Costs they have incurred in relation to the Project up to the effective date of termination; and (ii) required to pay back to FCM all or a portion of the Grant Amount that was disbursed by FCM to the Recipient prior to the effective date of termination.

(b) The rights contained in Sections 11(a) are subject to FCM's sole discretion and satisfaction, taking into consideration the Recipient's out-of-pocket Eligible Costs incurred and results reported by the Recipient in connection with the Project. In addition, FCM may take such action or proceedings in compliance with applicable laws or regulations as FCM in its sole discretion deems expedient to collect the amounts owing to FCM hereunder, all without any additional notice, presentment, demand, protest or other formality, all of which are hereby expressly waived by the Recipient.

#### 12. SAVING OF RIGHTS

No course of dealing and no delay in exercising, or omission to exercise, any right, power or remedy accruing to FCM upon any default under the Agreement shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence therein; nor shall the action of FCM in respect of any such default, or any acquiescence by it therein, affect or impair any right, power or remedy of FCM in respect of any other default.

#### 13. APPROPRIATIONS

Notwithstanding FCM's obligation to make any payment under the Agreement, this obligation does not arise if, at the time when a payment under the Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided. FCM may reduce, delay or terminate any payment under the Agreement in response to the reduction or delay of appropriations or departmental funding levels in respect of transfer payments, the project or program in relation to which the Grant is being provided, or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. FCM will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction, delay or termination of funding.



#### 14. NO BRIBES

The Recipient guarantees that no bribe, gift or other inducement has been paid, given, promised or offered to any person in order to obtain the Agreement. Similarly, no person has been employed to solicit or secure the Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. The Recipient also guarantees that it has no financial interest in the business of any third party that would affect its objectivity in carrying out the Project.

#### 15. RELEASE AND INDEMNIFICATION

- 15.1 <u>Acknowledgment</u> The Recipient acknowledges and agrees that (i) the Recipient shall be solely and fully responsible for the Project or any element thereof; (ii) by accepting or approving anything required to be accepted or approved pursuant to this Agreement or the Project, FCM shall not be deemed to have warranted or represented the accuracy, sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not constitute a warranty or representation to anyone with respect thereto by FCM; and (ii) FCM shall not be responsible in any way whatsoever for the Project or any element thereof.
- 15.2 <u>Release</u> the Recipient releases and forever discharges FCM and its directors, officers, agents, servants and employees from any claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses arising out of or in consequence of any loss, injury or damage to the Recipient or its property in any way relating to this Agreement and/or the Project.
- 15.3 <u>Indemnification</u> The Recipient hereby agrees to indemnify and hold harmless FCM and its officers, directors, employees and agents from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, a "Claim"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, but only to the extent that such Claim arises out of or is in connection with the Recipient's breach of this Agreement or is caused by the negligence or wilful misconduct of the Recipient in the performance of its obligations hereunder or otherwise in connection with the Project.
- 15.4 <u>Intellectual Property Indemnity</u> Recipient shall defend or settle at its expense any claim or suit against FCM arising out of or in connection with an assertion that the Recipient Documentation infringes any intellectual property right and the Recipient shall indemnify and hold harmless FCM from damages, costs, and attorneys' fees, if any, finally awarded in such suit or the amount of the settlement thereof; provided that (i) Recipient is promptly notified in writing of such claim or suit, and (ii) Recipient shall have the sole control of the defense and/or settlement thereof.
- 15.5 <u>FCM's Limited Liability</u> In no event shall FCM, including its directors, officers, employees and agents, be liable under the Agreement for any indirect, special, incidental, consequential or punitive damages of any kind, however caused, including, but not limited to, loss of profits or revenue, loss of data, work interruption, increased cost of work, or any claims or demands against the Recipient by any other entity, whether such remedy is sought in contract, tort (including negligence), strict liability or otherwise and whether or not FCM, including its directors', officers', employees' and agents' liability for direct damages for any reason and upon any cause of action, whether in tort (including negligence), contract, or any other legal theory, exceed the Grant Amount that was disbursed under the Agreement. The Agreement shall not create for nor give to any third party any claim or right of action against FCM.
- 15.6 <u>Further Assurances</u> The Recipient shall promptly execute and deliver, upon request by FCM, all such other and further documents, agreements, opinions, certificates and instruments as may be reasonably required by FCM to more fully state the obligations of either party to the Agreement or to make any recording, file any notice or obtain any consent.

#### 16. GENERAL

16.1 <u>Notices and Requests</u> – Any notice, document or other communication required to be given under the Agreement shall be in writing and shall be sufficiently given if sent by personal delivery/courier, registered mail or email to the other Party at its address indicated in Schedule C. The notice shall be deemed to



have been delivered on the day of personal delivery, on the day received by email (as evidenced by a transmission confirmation), or on the fifth day following mailing.

- 16.2 <u>Relationship of the Parties</u> The relationship between the Recipient and FCM is, and shall at all times be and remain, essentially that of a recipient and a grantor, and the Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties for any purpose. Neither the Recipient, nor any of its personnel are engaged as an employee, servant or agent of FCM.
- 16.3 <u>Amendment</u> Any amendment of any provision of the Agreement, including the Schedules, must be in writing and signed by both Parties.
- 16.4 <u>Choice of Language</u> It is the express wish of the Parties that the Agreement and any related documents be drawn up and executed in English. Les Parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.
- 16.5 <u>Governing Law</u> -The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 16.6 <u>Choice of Forum</u> The Parties hereto agree and intend that the proper and exclusive forum for any litigation of any disputes or controversies arising out of or related to the Agreement shall be a court of competent jurisdiction located in the Province of Ontario, City of Ottawa.
- 16.7 <u>Effectiveness</u> The Agreement shall be in force until such time as FCM has disbursed the Final Contribution or until the Agreement has been terminated in accordance with Article 10, whichever shall first occur.
- 16.8 <u>Successors and Assigns</u> The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, except that the Recipient may not assign or otherwise transfer all or any part of its rights or obligations under the Agreement without the prior written consent of FCM.
- 16.9 <u>Severability</u> If any provision or clause of the Agreement is found by a court of competent jurisdiction to be invalid, void, null, illegal or unenforceable, that determination shall not affect the enforceability of the remaining provisions to the extent they can be given effect without the illegal or invalid provision. The Parties further agree to negotiate the severed provision to bring the same within the applicable legal requirements to the extent possible.
- 16.10 <u>Waiver of Rights</u> Except as expressly provided in the Agreement, any waiver of, or consent to depart from, the requirements of any provision of the Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of a Party to exercise, and no delay in exercising, any right under the Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.
- 16.11 <u>Entire Agreement</u> The Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior correspondence, agreements, negotiations, discussions and understandings, if any, written or oral.
- 16.12 <u>Headings</u> Headings are included in the Agreement for convenience of reference only and are not intended to be full or accurate descriptions of the contents thereof.
- 16.13 <u>Gender and Number</u> All references in the Agreement to the masculine gender include the feminine gender; and all references to the singular include the plural and vice versa.



- 16.14 <u>Counterparts</u> The Agreement may be executed and delivered (including by email transmission or by protocol document format ("PDF")) in one or more counterparts and, each of which when executed shall be deemed an original, but both of which together shall constitute one and the same agreement.
- 16.15 <u>Survival</u> The provisions pertaining to Article 5, Article 7, Article 8, Article 15 and this Article 16, and any other provisions hereof expressly or impliedly intended to survive termination or expiry, will survive the termination of the Agreement.

#### SCHEDULE B – ELIGIBLE AND INELIGIBLE COSTS TABLE

- Expenses that are eligible for partial reimbursement or for an Advanced Contribution must be:
- incurred after the date the application is received by FCM (costs to write the application incurred up to 90 days prior to receipt of the application by FCM).
- invoiced directly to your organization.
- an integral and an essential component of the initiative required to achieve the environmental objective.
- actually and reasonably incurred in accordance with applicable industry standards.
- Labour costs must be documented in a manner that meets audit standards for verification of eligibility of cost and level of effort.

FCM reserves the right to audit financial statements or expenses incurred at a future date. Please keep financial accounts and records, including but not limited to contracts, invoices, statements, receipts, timesheets, and vouchers, for at least seven years. Financial records must be sufficiently detailed to enable verification of expenditure eligibility and level of effort.

Cost Category	Eligible Costs	Ineligible Costs			
	Section A: Costs incurred prior to date application received by FCM				
(1) Pre-application	Costs to write the GMF application up to \$5000 incurred up to 90 days prior to application receipt date.	All other costs incurred prior to application receipt date, including any stakeholder engagement or research that took place to support the writing of the full application or insertion of information into the Project Workbook.			
	Section B: Costs incurred after date applicatio				
(2) Administrative	<ul> <li>Administrative costs that are directly linked to and have been incurred for the Project, such as:</li> <li>Communication costs (e.g. long-distance calls)</li> <li>Permits or certifications (e.g., CaGBC, LEED, PIEVC, Passive House, Envision, SITES) required for the project</li> <li>Printing or photocopying by outside suppliers</li> <li>Acquisition of documents used exclusively for the project</li> <li>Document translation</li> </ul>	Office space, supplies and general overhead costs incurred in the ordinary course of business.			
(3) Advertising	<ul> <li>Advertising costs essential to communicating the project to the public, as well as Project evaluation such as:</li> <li>Fees for advertising development</li> <li>Fees for media distribution</li> <li>Website development</li> <li>Public surveys</li> </ul>	<ul> <li>Advertising costs for general education or publicity that is a result of ongoing or other business activity and not a specific requirement of the Project</li> <li>Promotional items</li> </ul>			
(4) Capital (Pilot Projects Only)	Rental or purchase of equipment or assets that are essential for conducting the small-scale activity. This would include specialized system hardware and software, construction costs,	<ul> <li>Purchase of equipment or assets that could be rented or leased to achieve the outcomes of the pilot activity, or that are above and</li> </ul>			



	materials, renovation and modernization costs, and installation costs.	<ul> <li>beyond what is required for the scale and duration of the pilot</li> <li>Any major capital costs</li> <li>Purchase or lease of real property</li> </ul>
(5) Equipment rental	Rental of tools and equipment related to the project.	Rental of tools or equipment related to ongoing or other business activities.
(6) In-kind	N/A Note: Lead applicants can include costs for staff time for time actually worked on the implementation of the project and list this as "staff remuneration." See Staff Remuneration category below.	Any goods and services that are received through donation or in-kind contribution.
(7) Meetings and public gatherings	<ul> <li>Costs related to meetings and public gatherings held to communicate the project to the public and collect feedback, such as:</li> <li>Facility rental</li> <li>Audiovisual equipment rental</li> <li>Services to support people with specific needs, where such services contribute to the equity and inclusion objectives of the project (e.g., simultaneous interpretation, shuttle service, babysitting service, etc.)</li> <li>The provision of food and drinks, when it is part of a specific cultural protocol</li> <li>Honoraria for cultural leaders, Elders, Indigenous knowledge keepers, and/or cultural keepers. (Note: these honoraria should reflect the role of Indigenous Peoples as subject matter experts)</li> <li>Costs related to local cultural protocols (e.g., gifts, cultural ceremonies)</li> </ul>	<ul> <li>Any hospitality expenses such as:</li> <li>Food and drinks, unless part of a specific cultural protocol</li> <li>Alcohol</li> <li>Door prizes</li> <li>Entertainment</li> <li>Music</li> <li>Decorations</li> <li>Flowers, centrepieces</li> </ul>
(8) Services	Fees for professional or technical consultants and contractors.	Costs for engineering studies, audit studies or feasibility studies for which grants or contributions are provided by or committed to be provided by the Government of Canada.
(9) Staff remuneration	<ul> <li>Daily rates actually paid by the eligible recipient to its employees (including permanent and contract employees) in Canada for time actually worked on the implementation of the project (including staff time to participate in FCM-led capacity building activities related to the eligible initiative). The daily rate per employee shall include the following costs:</li> <li>Direct salaries: actual and justifiable sums paid by the eligible recipient to employees in accordance with the eligible recipient's pay scales as regular salary excluding overtime pay and bonuses</li> <li>Fringe benefit, in accordance with the eligible recipient's policies, as follows: <ul> <li>a) time-off benefits (prorated to the annual percentage of time actually worked on the implementation of the project): allowable number of days to be paid by the eligible recipient for the</li> </ul> </li> </ul>	<ul> <li>Overtime pay</li> <li>Bonuses/performance pay</li> <li>Fringe benefits, such as sick days, maternity leave, parental leave, pension plan and any other fringe benefits not listed as eligible</li> <li>Costs related to ongoing or other regular business activities and not specifically required for the project</li> <li>Staff wages while receiving training or attending learning events</li> <li>Professional membership fees or dues</li> <li>Staff remuneration for which a grant or contribution are provided by or committed to be provided by the FCM</li> </ul>



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	<ul> <li>payable absences of statutory holidays and annual vacation</li> <li>b) paid benefits: actual sums paid by the eligible recipient for paid benefits (prorated to the annual percentage of time actually worked on the implementation of the project); this includes the eligible recipient's contribution to employment insurance and workers' compensation plans (where applicable), health and medical insurance, group life insurance, or other mandatory government benefits</li> <li>N.B. For private (for-profit) entities only, as determined by FCM, the value of total staff remuneration cannot exceed 10% of the project's eligible costs.</li> </ul>	
(10) Supplies and materials	Supplies and materials that are specifically needed to undertake the project.	Costs related to ongoing or other business activities that are not a specific requirement of the project.
(11) Transportation, shipping and courier charges	Transportation costs for delivery of materials and services essential for the Project.	Any transportation expense related to ongoing or other business activities.
(12) Travel and accommodation	Travel and project-associated expenses for you and consultants to the extent that the travel and accommodation rates comply with Treasury Board of Canada guidelines and to the extent that such travel is necessary to complete the project and to the extent that such travel is necessary. This includes travel and accommodation costs to attend FCM-led capacity building activities related to the eligible initiative (up to a maximum of \$10,000 or 10% of eligible project costs, whichever is lower).	<ul> <li>Travel and associated expenses of a partner in the Project</li> <li>Travel, accommodation and fees to attend conferences, missions, trade shows, etc.</li> </ul>
(13) Taxes	The portion of taxes for which your organization is not otherwise eligible for rebate.	The portion of taxes for which your organization is eligible for rebate (provincial, territorial or federal).

#### SCHEDULE C – RECIPIENT'S SPECIFIC TERMS AND CONDITIONS

#### 1. PROJECT

The Recipient is receiving the Grant Amount to perform the following project:

The City of Temiskaming Shores, is conducting a feasibility study to explore the transition of its municipal fleet to zero-emission vehicles (ZEVs). The proposed initiative aims to reduce greenhouse gas (GHG) emissions by at least 20% below 2019 levels by 2033 and achieve netzero emissions by 2050. Serving a population of 9,634 across amalgamated communities, the City faces unique operational challenges due to its dispersed municipal buildings, harsh winter conditions, and limited charging infrastructure.

This study will evaluate the technical and financial feasibility of electrifying the City's fleet of 54 vehicles, which includes light and heavy-duty trucks, buses, and specialized equipment by:

- Establishing baseline data on fuel consumption, emissions, and operational costs.
- Conducting lifecycle analysis and scenario modeling for fleet transition.



- Identifying charging infrastructure requirements, including renewable energy integration.
- Exploring the potential of autonomous EVs for a municipal vehicle-sharing system.
- Evaluating ZEVs in extreme cold weather conditions.
- Conducting an investigation on downsizing of vehicles and right sizing to optimize their fleet operations

#### Greenhouse gas reduction benefits

If the study is successful, it will generate at least a 20% GHG reduction by 2033 (195.2 tonnes CO2e);

#### Multi-solving aspect(s) of the initiative

#### Socio-Economic Benefits:

• The municipality aims to lower the lifecycle operational costs of EVs compared to ICE vehicles for these savings to be redirected to other critical community services and infrastructure improvements.

#### Anti-Racism, Equity, Inclusion, and Reconciliation

The municipality will address equity and diversity issues by integrating principles of anti-racism, equity, inclusion, and reconciliation at every stage of the project, this will be conducted by a consultant with expertise in equity-focused projects to assess impacts on equity-deserving groups and vulnerable populations.

#### 2. PROJECT COSTS

The forecasted Eligible Costs that the Recipient included in its GMF funding application:

PROJECT BUDGET			
Budget Line Items	Eligible Cost (\$)	Ineligible Cost (\$)	Total Cost (\$)
1) Pre-application			
City Staff: Writing the GMF application for 7 days (costs incurred prior to submitting full application)	\$1,029	\$0	\$1,029
		Subtotal	\$1,029
8) Services			
Technical Consultant: Contract signing, kickoff meeting, initial project setup, stakeholder engagement planning	\$500	\$0	\$500
Technical Consultant: Collect and review current fleet size, usage, fuel consumption, GHG emissions, and operating cost to develop a baseline	\$5,950	\$0	\$5,950
Technical Consultant: Review of capital planning, replacement procedures, management practices, policies, and lifecycle analysis	\$5,950	\$0	\$5,950
Technical Consultant: Staff and stakeholder interviews and engagement to fill any gaps in knowledge	\$2,550	\$0	\$2,550
Technical Consultant: Input data into industry-standard fleet software platform for analysis	\$5,950	\$0	\$5,950
Technical Consultant: Develop fleet replacement analysis using industry- standard fleet software	\$4,250	\$0	\$4,250
Technical Consultant: Develop ZEV transition scenarios, including aggressive and conservative approaches (GHG reductions and costs), ensuring the Federal Government's and the City's targets for GHG reductions by 2030, 2033, and 2050 are met or exceeded	\$4,250	\$0	\$4,250
Technical Consultant: Charging infrastructure analysis for each vehicle	\$3,400	\$0	\$3,400
Technical Consultant: Meeting with the Project Team to review findings from the Fleet Transition Planning process	\$510	\$0	\$510
Technical Consultant: Conduct in-person stakeholder engagement exercises with local stakeholder groups, presenting the fleet transition planning results in draft format, and garnering feedback	\$1,190	\$0	\$1,190



Subtotal – All Categories	\$66,000	\$0	\$66,000
		Subtotal	\$4,971
City Staff: Reviewing final report, presentations, and Project Completion Report to FCM	\$927	\$0	\$927
City Staff: Review scenario development and analysis in meeting, providing guidance to consultant, progress report of Milestone 3	\$1,092	\$0	\$1,092
City Staff: Data collection, staff interviews, stakeholder engagement, assist Consultant with fleet review, progress report of Milestone 2	\$1,872	\$0	\$1,872
City Staff: Coordination, kickoff meeting, project setup, progress report of Milestone 1	\$1,080	\$0	\$1,080
9) Staff remuneration	_	Subtotal	\$60,000
Technical Consultant: Final report preparation and presentations to stakeholders	\$1,700	\$0	\$1,700
Technical Consultant: Compile all relevant information into a final fleet transition plan report	\$5,950	\$0	\$5,950
Technical Consultant: Explore additional strategies such as fleet downsizing and rightsizing, renewable energy integration, smart charging technologies, operational streamlining, vehicle-sharing systems, and more to enhance the effectiveness of the fleet transition plan	\$5,950	\$0	\$5,950
Technical Consultant: Conduct an Equity Assessment using qualitative and quantitative analysis	\$5,950	\$0	\$5,950
Technical Consultant: Combine insights and outcomes from the Fleet Dynamics and Fleet Transition Planning phases to form a fleet transition plan	\$5,950	\$0	\$5,950

#### Total Eligible Costs \$66,000

Contingency costs: Have you included room for contingencies in some or all of your task costs? Please explain what informs the above budget.

The budget costs used for this workplan were provided by a consulting firm that included contingencies in their budget quote.

#### Other Notes:

Dates are estimated and may differ from what is listed in the plan. Costs are broken down by task based on a budget quote provided by a consulting firm. City staff time is not going to be covered by this grant, so it is listed under "Ineligible cost".

FCM will only reimburse costs incurred after September 6, 2024, except for costs incurred to write the application, which are eligible for reimbursement if incurred after June 8, 2024.

#### 3. PROJECT SOURCES OF FUNDING AND MILESTONES

The funding for the Project is planned as:

Funding Source	Description	Date Confirmed	Amount	Percentage of Total Budget
Green Municipal Fund	Grant	13-Dec-2024	\$48,000	73%
City of Temiskaming Shores	Cash	06-June-2024	\$18,000	27%
		TOTAL	\$66,000	100%

The Milestones for the project are planned as follows:



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Milestones	Start Date	End Date	Estimated Cost per Milestone	Milestone description
Milestone 1: Project Start-Up	02/2025	03/2025	\$2,609	A signed contract with the selected Consultant through an RFP process, a kick-off meeting with City staff to discuss study expectations, goals, and scope, and the initial project setup including stakeholder engagement and planning. Progress Report summarizing this milestone.
Milestone 2: Fleet Dynamics	04/2025	05/2025	\$22,272	Collect and analyze data on current fleet usage, fuel consumption, GHG emissions, operating cost, and existing fleet size, along with a review of capital planning, replacement procedures, management practices, policies, and lifecycle analysis, including staff and stakeholder interviews to establish a baseline. Data inputted into industry-standard fleet software platform for analysis. Progress Report describing the process of this milestone.
Milestone 3: Fleet Transition Planning	06/2025	07/2025	\$14,692	Develop fleet replacement analysis and zero- emission vehicle (ZEV) transition scenarios, including associated charging infrastructure and operating requirements. Conduct a key trends and impacts study of ZEVs applicable to the Temiskaming Shores region and Northern Ontario. Perform a cost analysis for each ZEV option, including maintenance and capital replacement, and conduct a cost-benefit analysis of transitioning from traditional fleet vehicles to zero-emission fleet vehicles. Project Team to review and refine scenarios, addressing opportunities, constraints, and barriers, with stakeholders providing guidance to the Consultant as needed. Conduct in-person stakeholder groups to present these scenarios and gather feedback. Progress Report summarizing this milestone.
Milestone 4: Implementation Planning	08/2025	09/2025	\$23,800	Formulate a fleet transition plan integrating insights from previous milestones. Conduct an Equity Assessment and explore additional strategies to enhance the plan, such as fleet downsizing and rightsizing, renewable energy integration, smart charging, operational streamlining, and vehicle-sharing systems. Compile all relevant information into a final fleet transition plan report.
Milestone 5: Final Report & Presentations	10/2025	11/2025	\$2,627	The Consultant will deliver a polished report summarizing study findings with recommendations and outlining the selected zero-emission pathways for the municipal fleet. The report will be submitted in digital format, reviewed by City staff for content and completeness, and presented to City Council, the Climate Change Committee, and relevant stakeholders. City staff will author a Project



			Completion Report for final reporting to FCM, summarizing each step of the study.
Total Milestones Cost:		\$66,000	

#### 4. GRANT AMOUNT

The Grant Amount, described in Article 2 of Schedule A, shall be equal to the lower of:

- (i) the sum of forty-eight thousand dollars (\$48,000); or
- (ii) eighty percent (80%) of Eligible Costs.

#### 5. GRANT DISBURSEMENTS

The obligation of FCM to disburse the Grant to the Recipient, is subject to the Recipient fulfilling the applicable conditions of Contribution set forth below, to the satisfaction of FCM, in its sole and absolute discretion.

<u>Payment and reporting table</u>: The forecasted Contribution(s) amounts (\$), reporting requirements and reporting dates as agreed upon by the Parties prior to Agreement signature.

Contribution(s) and Deliverable(s)	Date of		The Contribution shall be equal to the lesser of:
<ul> <li>Progress Report</li> <li>Schedule E – Project Progress Report</li> <li>Evidence that Milestones were completed to date</li> <li>Updated Project Workbook</li> <li>Sources of Funding</li> <li>Payment and reporting table</li> <li>Expense Claim</li> <li>Additional conditions: None</li> </ul>		n/a	n/a
<ul> <li>Final Contribution</li> <li>Schedule D – Request for Contribution</li> <li>Schedule F – Project Completion Report</li> <li>Evidence that Milestones 1 to 5 were completed: Project Start-Up, Fleet Dynamics, Fleet Transition Planning, Implementation Planning, Final Report &amp; Presentations.</li> <li>Updated Project Workbook</li> <li>Sources of Funding</li> <li>Payment and reporting table</li> <li>Expense Claim</li> <li>Final report</li> <li>Additional conditions: None</li> </ul>		30/Dec/25	<ul> <li>\$48,000 less the amount of any previous contributions or</li> <li>80% of Eligible Costs then incurred by the Recipient</li> </ul>

#### 6. JURISDICTION



The jurisdiction applicable to Section 9 of Schedule A of the Agreement is the Province of Ontario.

## 7. CRA BUSINESS NUMBER

The Recipient's CRA Business number is 866343502.

NOTICES			
To the Recipient:	<u>To FCM</u> : Federation of Canadian Municipalities 24 Clarence Street Ottawa, Ontario K1N 5P3		
The Corporation of the City of Temiskaming Shores 325 Farr Drive Haileybury, Ontario P0J 1K0			
<ul> <li>Attention: Mathew Bahm Director of Recreation</li> <li>telephone: (705) 672-3363 ext 4106</li> <li>by electronic mail: mbahm@temiskamingshores.ca</li> <li>Alternate Contact:</li> <li>Attention: Mitch McCrank Manager of Transportation</li> <li>telephone: (705) 672-3363 ext 4113</li> <li>by electronic mail: mmccrank@temiskamingshores.ca</li> </ul>	Attention: GMF Legal Services <ul> <li>By Electronic mail: <u>fundinglegalservices@fcm.ca</u></li> </ul> <li>General contact: Green Municipal Fund <ul> <li>By electronic mail: gmfinfo@fcm.ca</li> </ul> </li>		



#### SCHEDULE D – REQUEST FOR CONTRIBUTION TEMPLATE

#### [LETTERHEAD OF THE RECIPIENT]

[Address] [Date]

Federation of Canadian Municipalities 24 Clarence Street Ottawa, Ontario K1N 5P3

Attention: [First Name and Last Name] Project Officer for GMF

The Recipient is requesting the following Contribution:

🗖 Final

I am an authorized official of the Recipient and understand that all the information below must be submitted and accepted by FCM, in order to receive the Contribution. I hereby certify, in satisfaction of the terms and conditions of the Agreement, that:

- The Conditions of Contribution set forth in Schedule C have been met by the Recipient.
- The Project conforms to the description set forth in Schedule C of the Agreement.
- The Recipient has obtained, or has made other arrangements satisfactory to FCM for obtaining, all approvals, consents, authorizations and licences that are required under the laws of Canada and of the relevant Province or Territory, in order for the Recipient to enter into and comply with the Agreement and to undertake and complete the Project.
- No act or event does or may materially and adversely affect the Project or the ability of the Recipient to perform
  its obligations under the Agreement and the Project or any of its other obligations that are material to the
  Recipient has occurred.
- The representations and warranties confirmed or made in the Agreement with respect to the Recipient will be true on and as of the date that FCM makes the Contribution, with the same effect as though such representations and warranties have been made on and as of the date that FCM makes the Contribution.
- All the covenants, conditions and other obligations set forth in the Agreement, including its schedules, and the Project Workbook, to be performed or satisfied by the Recipient before the date that FCM makes the Contribution have been performed or satisfied, to FCM's satisfaction.
- All capitalized terms have the meaning attributed to them in the Agreement.
- If any confirmation, information or documentation provided to FCM is not true and correct, the Recipient will immediately notify FCM prior to the making of the Contribution.
- All expenses claimed:
  - o have been submitted through the Expense Claim template, in the Project Workbook;
  - o have been incurred and paid, or are to be paid, by the Recipient;
  - were integral and essential components of the Project and required to help achieve the environmental objectives of the Project;
  - were reasonably incurred in accordance with applicable industry standards; and
  - o are Eligible Costs as per Schedule B, that were incurred after the date set forth in Schedule C.



- I acknowledge and agree that the Recipient's records and accounts in relation to the Project, might be audited.
- I am attaching a completed copy of FCM's Electronic Funds Transfer form to identify the bank account where FCM should deposit the Contribution.

Name and title of authorized officer of Recipient

Signature

Date



#### SCHEDULE E – PROJECT PROGRESS REPORT TEMPLATE

#### VERY IMPORTANT:

**Timing:** You must email the Project Progress Report to your GMF project officer (see Schedule C for contact information) on the dates indicated in Schedule C or whenever FCM asks for such a report.

**Copyright:** If you're hiring a consultant to prepare the report, please make sure that you obtain the copyright (see FCM's copyright tips document), or FCM will not be able to disburse the grant amount.

Accessibility for people with disabilities: Please do not change the format, font, layout, etc., of this report. This template has been specially designed, following FCM's Accessibility Guidelines, to be accessible to people with disabilities.

**Confidentiality:** If your report contains any Confidential Information that you would prefer not to be made available to the public (e.g., through a case study or other materials produced by FCM that relate to your project), please submit **two** versions of the report:

- 1. Complete report including Confidential Information: Please clearly label this report with the word "Confidential" or similar wording and FCM will treat it as such.
- 2. Abridged report excluding Confidential Information: This version of your report may be posted on the FCM website or otherwise made available to interested third parties, to help FCM meet its knowledge-sharing objectives.

#### The Project Progress Report has two main purposes:

- 1. **Project tracking:** This report enables FCM to confirm that your project is proceeding as planned, or to be informed of any unforeseen delays or challenges.
- 2. Knowledge sharing: FCM shares the lessons and expertise gained through GMF-funded initiatives with other communities across Canada. The findings and lessons learned documented in your Project Progress Report could be valuable for other municipal governments seeking to address sustainability issues in their own communities. FCM may wish to supplement this information through an interview with the project lead.

**Content outline:** Your Project Progress Report should be approximately **one to two pages long** and include the information below.

**Note:** If you have questions about completing this report, please consult your GMF project officer. You can request a Microsoft Word version of this template from your GMF project officer.

#### Project information

GMF number:	CORE-24-0169
Name of funding recipient:	The Corporation of the City of Temiskaming
	Shores
Project title:	Zero-Emissions Pathway Study for Temiskaming
	Shores Municipal Fleet
Date of report: (mm/dd/yyyy)	
Name, title, phone number and e-mail of lead contact:	

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This project was carried out with assistance from the Green Municipal Fund, a Fund financed by the Government of Canada and administered by the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them.

#### 1. Project status

a) Please indicate milestone status in the table below and any experienced delays, as per Schedule C.

**Note:** If you have previously submitted a Project Progress Report (for projects with multiple contributions), milestone statuses and dates should be updated and build on the information you included in your previous report. If necessary, please add further details below the table.

Milestone #: Title	Status (e.g., complete, in progress, ahead, delayed, altered or descoped)	Length of delay	Anticipated end date (mm/yyyy)
Milestone 1: Project Start-Up			
Milestone 2: Fleet Dynamics			
Milestone 3: Fleet Transition Planning			
Milestone 4: Implementation Planning			
Milestone 5: Final Report & Presentations			

b) If you have identified any milestones that are delayed, altered or descoped, please add further details here and describe how you have addressed or will address these delays and/or challenges.

**Note:** If there have been any significant changes, such as to the scope or cost of the project, please ensure you explain in your answer above how this has affected the project's environmental, social and/or economic benefits, as well as the budget of the project as described in Schedule C of this agreement or in a previously submitted Project Progress Report (if applicable).

#### 2. Lessons learned to date

- a) Have you experienced any barriers or challenges during your project to date (e.g., challenges with a new technology, approach or process)? If so, what were they and how have you addressed them?
- b) Please briefly describe any early successes and/or any environmental, social and/or economic benefits generated by your project to date.
- c) At this stage, do you anticipate this project proceeding to full-scale implementation? If applicable, please identify any next steps and indicate if you are interested in learning more about subsequent GMF funding.

#### 3. Additional materials (optional)

FCM includes links to project materials in GMF case studies, website content and other vehicles.

Please list and attach any materials resulting from the project to date that could be useful to share with other communities. These might include checklists, toolkits, guidelines, bylaws, videos or information brochures. If the material is available on your website, simply include a link to it.

For example, a water metering project might result in a new municipal water use bylaw, or a series of householder information brochures or online video clips on ways to reduce water use.



#### SCHEDULE F – PROJECT COMPLETION REPORT TEMPLATE

#### VERY IMPORTANT:

**Timing:** You must email the Project Completion Report to your GMF project officer (see Schedule C for contact information) on the dates indicated in Schedule C or whenever FCM asks for such a report.

**Copyright:** If you're hiring a consultant to prepare the report, please make sure that you obtain the copyright (see FCM's copyright tips document), or FCM will not be able to disburse the grant amount.

Accessibility for people with disabilities: Please do not change the format, font, layout, etc., of this report. This template has been specially designed, following FCM's Accessibility Guidelines, to be accessible to people with disabilities.

**Confidentiality:** If your report contains any Confidential Information that you would prefer not to be made available to the public (e.g., through a case study or other materials produced by FCM that relate to your project), please submit **two** versions of the report:

- 3. Complete report including Confidential Information: Please clearly label this report with the word "Confidential" or similar wording and FCM will treat it as such.
- 4. Abridged report excluding Confidential Information: This version of your report may be posted on the FCM website or otherwise made available to interested third parties, to help FCM meet its knowledge-sharing objectives.

**Purpose of the Project Completion Report:** To share the story of your community's experience in undertaking your project with others seeking to address similar issues in their own communities.

**Content outline:** Your Project Completion report should be approximately **five to ten pages long** and include the information below. It can be longer or shorter, depending on the complexity of the project. Please write the report in plain language that can be understood by people who are not specialists on the subject.

One of FCM's mandates is to help municipal governments share their knowledge and expertise regarding municipal environmental projects, plans and studies. FCM will post your report on the <u>Green Municipal</u> <u>Fund™ (GMF) website</u>. Reports, including all attachments and appendices, must be submitted in PDF format with searchable text. GMF will not accept reports and supporting documents that are not clearly identifiable as final versions, such as those displaying headers, footers, titles or watermarks containing terms like "draft" or "for internal use only." Additionally, reports must be dated.

<u>A copy of the Final Deliverable must be submitted along with this Project Completion Report:</u> GMF grant recipients must enclose **final** copies of the Project Completion Report and the Final Deliverable with their final Request for Contribution.

**Note:** If you have questions about completing this report, please consult your GMF project officer. You can request a Microsoft Word version of this template from your GMF project officer.



#### Project information

GMF number:	CORE-24-0169
Name of funding recipient:	The Corporation of the City of Temiskaming Shores
Project title:	Zero-Emissions Pathway Study for Temiskaming Shores Municipal Fleet
Date of report: (mm/dd/yyyy)	
Name, title, phone number and e-mail of lead contact:	

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#### 1. Project overview

- a. Please review the project overview included in your agreement (or as amended) and report any required updates based on how the project was actually completed, focusing particularly on:
  - The project's scope, approach, activities and deliverables
  - The key objectives of your initiative
  - The approach or methodology you used to meet those objectives
  - The measures, technologies or solutions that were evaluated

#### 2. Consultation and community engagement

a. Your GMF application included the project engagement strategy shown in the table below. Please indicate whether the measures were implemented as originally planned and provide reasons for any changes.

Stakeholder or rights holder, including equity- deserving groups	Anticipated level of engagement	Description
Municipal Operations Staff	Involve	Ensuring their concerns and aspirations are understood and considered throughout the process.
General Public	Inform	Providing balanced information to assist in understanding the project, alternatives, and solutions.
Public Works Department	Involve	Engaging staff to gather input on fleet usage and operational needs to inform the transition plan.
Fire Services	Involve	Engaging staff to address specific vehicle and equipment needs and their operational requirements.
Transit Department	Involve	Engaging staff to gather input, ensure specific requirements and operational needs are considered.



Recreation Services	Involve	Understanding vehicle needs to
		ensure smooth ZEV integration
		into their operations.
Corporate Services	Involve	Providing input on fleet
		requirements and usage
		patterns to ensure vehicle
		needs are considered.
City Council	Empower	Granting final decision-making
		power to approve the fleet
		electrification project.
Climate Change Committee	Collaborate	Aligning project with the
		municipality's climate action
		goals and sustainability
		objectives.
Equity-Deserving Groups	Consult	Understanding and considering
		specific concerns and goals
		throughout the project.

- b. Describe any inclusive engagement practices implemented for your project. You may use or build on responses provided in your funding application where relevant.
- c. Please provide details on how engagement efforts influenced the project. Specifically, were there any adjustments or modifications made to the project based on the feedback received during the engagement process?

#### 3. Findings and recommendations

- a. Please review the responses provided in the "Environmental Benefits" section of your project's funding application. For each environmental benefit category, please describe any findings related to the measures that were studied or implemented as part of your project. Please make note of any measure mentioned in your application that was not studied or implemented. Please also describe any additional environmental findings and any additional environmental results that were not mentioned in your application.
- b. In the table below, describe any socio-economic or financial findings related to the options explored in the project, using quantitative data where possible:
  - Social procurement practices
  - Accessibility (physical elements or accessibility measures)

Inclusive employment and apprenticeship

Improved outdoor spaces

- Cost savings and efficiency
  Economic output
  - Taxes
  - Other socio-economic benefits
- Outcome category
   Project outcome
- c. Based on the environmental, socio-economic and financial findings, what are the project recommendations?
- d. Please describe how this project integrated principles of anti-racism, equity, inclusion and/or reconciliation. You may use or build on responses provided in your funding application where relevant.



#### 3. Next steps

a. Taking the initiative's recommendations into account, what next steps do you plan to take?

#### 4. Knowledge sharing

- a. What would you recommend to other municipalities interested in doing a similar project? What worked well and what barriers/challenges did you experience, and why? What would you do the same or differently if you were to do this again?
- b. Is there a website where more information about the project can be found? If so, please provide the link.
- c. Is there anything else about the project you would like to note (e.g., recognition, media coverage, awards, that it led to changes in existing policies and/or practices, sharing of results with other municipalities formally or informally, etc.)?



Recreation Services 007-2025-RS

# <u>Memo</u>

То:	Mayor and Council
From:	Mathew Bahm, Director of Recreation
Date:	March 4, 2025
Subject:	Frogs Breath Foundation - Grant Application for Fitness Equipment at the Waterfront Pool and Fitness Centre
Attachments:	N/A

Mayor and Council:

City staff have identified the Frog's Breath Foundation's March 2025 intake as an opportunity to secure funding in support of the City's Recreation Department. The foundation provides grants for community projects that enhance quality of life in the region.

The City has allocated \$25,000 in the 2025 budget for the purchase of fitness equipment at the Waterfront Pool and Fitness Centre. Staff propose submitting an application for an additional \$25,000 from the Frog's Breath Foundation to supplement this funding, allowing for a \$50,000 equipment purchase.

A cost-sharing approach is expected to strengthen the application's chances of success. Completing a larger purchase in 2025 would reduce the need for an equipment purchase in 2026, helping to ease financial pressures during a year with multiple large capital projects expected.

Staff therefore recommend that Council approve an application to the Frog's Breath Foundation for \$25,000 to support the purchase and installation of fitness equipment at the Waterfront Pool and Fitness Centre

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm Director of Recreation Sandra Lee City Manager



# <u>Memo</u>

То:	Mayor and Council
From:	Mathew Bahm, Director of Recreation
Date:	March 4, 2025
Subject:	Recreation Operations Update (March)
Attachments:	Appendix 01 – Projects Tracking Sheet
	Appendix 02 – PFC Attendance

Mayor and Council:

Below is the monthly operational update from the Recreation department:

#### Parks and Facilities:

- Northland Refrigeration technicians recently performed repairs to the high-side float as well as the ammonia detector for the ice plant at the DSMA. The ice plant is now functioning properly.
- Staff recently assembled and installed new benches that were purchased for the lobby at the SHSMA, replacing the wooden ones. The lobby will be getting a new paint job and makeover this offseason.
- Staff have been busy again this month with winter maintenance operations. The weather has provided optimum conditions for the outdoor rinks. Rinks were closed on February 26/27/28 due to warm weather but reopened before the weekend.
- We continue to see heavy usage of our hall spaces which keeps staff busy with cleaning and garbage removal.

#### **Building Maintenance:**

- Maintenance staff completed various repairs and installations at our two arenas including a new baby changing table, a storage rack, urinal valve and a transition strip at the SHSMA entrance. A trip hazard had formed at the arena entrance due to some frost heaving.
- Various lighting was updated at the Haileybury Medical Centre, Dymond Complex garage and the New Liskeard Firehall.
- Staff recently worked with a technician from Regulvar, to troubleshoot humidity problems at the PFC. A switch was replaced, and we are currently monitoring levels with a new handheld, and wall mount hygrometer.



#### Programming:

#### Aquatics

- Swim2Survive bookings continue to flood in. We have had additional requests for end of year school trip bookings, which might be a tight squeeze as we are completely booked up.
- S2S paperwork for Fall bookings has been completed and submitted to each school board.
- The Cadets swim program is scheduled to start at the end of February and continue on the last Tuesday of every month. Additional Lifesaving Instructors have been scheduled to help out. We are optimistic that this will contribute to additional lifesavers within our community.
- All aquatic resources have been moved to a new location and inventory lists have been created for all items, to allow us to know when we need to re-order.
- For the month of February, we have been offering an additional aquafit class on Tuesday mornings due to the high demand for our regular classes.
- Provincial Pool Regulation 565/90 has received an update. The revised regulation now allows for larger alkalinity ranges and has required some updates to signage around the pool. Our facility is in compliance with the changes.

#### All Age Friendly

- Our Seniors Active Living Centre 2025-2026 budget was submitted. We have asked for \$55,000 in funding to support programming and an additional \$5,300 for a one-time funding purchase.
- The Age Friendly Business survey has been completed and shared with BIA and Chamber of Commerce. It remains open until February 28<sup>th</sup>, depending on the number of responses that we receive.
- Updating the Community Resources for Older Adults guide in both French and English. Final edits were sent to Temiskaming Printing, hoping to have some hard copies in the next couple of weeks.
- Gentle yoga classes have begun. Trying something new with the yoga instructor. 11-15 in attendance for the month of February. Other programming continuing as usual.





#### Healthy Kids

- Wrapped up the two grade 5 classes at NLPS (57 total students). Making simple and healthy recipes with the kids. Kids also learned about healthy eating, cutting, budgeting, measuring, how to choose produce and what fruit and vegetables are in season.
- Healthy Kids will be sponsoring the upcoming TSMHA U7 Jamboree by offering healthy snacks to all 150 participants.
- The City also sponsored the TSMHA's house league tournament last weekend by offering family pool passes for the silent auction.

#### Administration:

- Procurements are ongoing with additional procurements now released. Upcoming next will be the Spoke Transfer Station refurbishment and the New Liskeard Fire Station shower project.
- The City's application to the Active Transportation Fund was completed and submitted on February 25<sup>th</sup>. We have applied for funding to complete an extension of the STATO trail along Georgina Ave. between Albert St. and Morrissette Dr.

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm Director of Recreation Sandra Lee City Manager



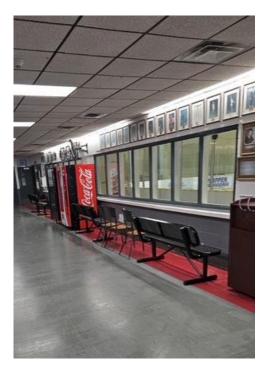


Figure 1 - City staff assembled new benches for the SHSMA lobby.



Figure 3 - Robin Imbeau adjusts a mixing valve at the SHSMA.



Figure 2 - The high-side float for the DSMA ice plant needed to be disassembled and replaced.



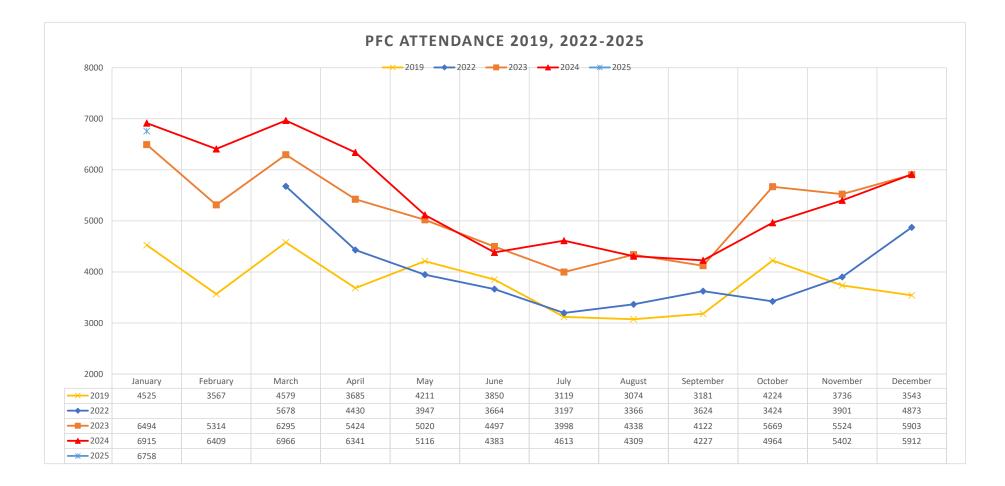
Figure 4 - St. Michel school has been a weekly user of the Dymond Outdoor rink since it opened in January.



	Recreation Department Grants							
	Funder	Status						
1	Federation of Canadian Municipalities	Decarbonization Pathways	Decarbonization Pathway for 14 Municipal Buildings	Funding Approved – Project ongoing				
2	Province of Ontario	Seniors Active Living Centres	All Age Friendly Program Expansion	Funding Approved – 2025-2026 program budget to be submitted				
3	NOHFC	Enhance Your Community	Parks Upgrade	Funding Approved. Project underway				
4	Frog's Breath Foundation	Sept. 2024 Disbursement	Dymond B Outfield Fence	Funding Approved – RFQ Awarded				
5	Federation of Canadian Municipalities	Green Fleet Planning	Green Fleet Pathway Report	Funding Approved – RFP to be awarded and funding agreement to be signed				
6	Province of Ontario	EV ChargeOn	New Liskeard EV Charger	Funding Approved – Finalizing RFP requirements				
7	Province of Ontario	Community Sport and Recreation Infrastructure Fund	DSMA Roof Replacement	Awaiting funding decision				
8	Ontario Trillium Foundation	Grow Grant	Youth Programming Expansion	Awaiting funding decision				
9	Government of Canada	Active Transportation Fund	Georgina Ave STATO Extension	Funding application submitted				
10	Frog's Breath Foundation	March 2025 Disbursement	TBD	Funding application to be submitted by March 30, 2025				
11	Planet Youth Temiskaming	Youth Activity Fund	TBD	Funding application to be submitted by March 2, 2025				

				2025 Budgeted Recreation Department Projects	
No. Project	Rec/ BM Budgeted Cost Lead	Project Method Year	Capital /Operating	January 15, 2025	February 26, 2025
1 TS Parks Project	Rec \$ 325,661 Matt	RFP 2024	Capital	Tennis Court resurfacing agreement is to be approved in January 2025. Lighting portion of project is out for tender. Other portions of the project are in various stages of procurement.	Tennis Court resurfacing has been awarded. Staff are working with the vendor to procure the materials prior to any tariffs being implemented. Lighting portion of the project is awarded and equipment ordered. The paving portion of the project was included in the roadway RFT which closed on Feb 26. Other portions of the project are in various stages of procurement.
2 Energy Audits (PW, PFC, CH, DSMA, RP)	BM \$ 200,000 Matt	RFP 2023	Capital	Consultant is working on finalizing this report in February 2025	Consultant has provided a new completion date of April 4th. A workshop is scheduled on March 10th.
3 EV Charger (New Liskeard)	CS \$ 100,000 Matt	RFP 2024	Capital	City has received our HydroOne layout and service agreement. Currently working on the RFP for the supply and install.	Staff are working with a supplier on a turn-key instlalation proposal to bring forward to Council.
4 Shaver Park Rehab Project	Rec \$ 95,000 Matt	RFQ 2024	Capital	Fencing was completed in Nov. 2024. Surface is scheduled to be paved in Spring 2025	No update
5 Bucke Park Chalet Roof	BM \$ 65,000 Matt	RFQ 2025	Capital	Not Started	Not Started
6 Fleet Electrification Study	BM \$ 60,000 Matt	RFP 2025	Capital	A funding agreement is being drafted with thet FCM and work has started on a RFP for a consultant to complete the report.	RFP has completed and an award recommendation will be presented to Council on March 4th. FCM agreement will also be presented on March 4th.
7 Ball Diamond Fencing	Rec \$ 54,000 Matt	RFQ 2025	Capital	Project is out for procurement and will be brought to Council in February	Project has been awarded to M & G Fencing and is schedulded to be completed in June 2025.
8 Spoke Transfer Station Rehab	BM \$ 50,000 Matt	RFQ 2025	Capital	A design for the renovation is currently being worked on. Once completed it will be sent out as an RFQ.	Design for the rehab has been completed. A RFQ is being drafted for construction to take place in September.
9 NL Fire Station Showers	BM \$ 45,000 Matt	RFQ 2025	Capital	A designer has been retained to create the design for this renovation.	A preliminary design has been completed and the detailed design work is ongoing.
10 Building Condition Assessments	BM \$ 40,000 Matt	RFP 2025	Capital	Work has begun on a RFP for this work.	No update

11 DSMA Furnace	BM \$ 35,000 Matt	RFQ	2025 Capital	Not Started	Not Started
12 SHSMA Lions Den Stairs	BM \$ 22,500 Matt	RFQ	2025 Capital	Not Started	A RFQ for this work has been released with a closing date of March 19th.
13 Georgina St STATO Engineering	Rec \$ 20,000 Mitch	n RFP	2025 Capital	Not Started	Not Started
14 Gym Equipment	Rec \$ 20,000 Jeff	Quotes	2025 Capital	Not Started	Staff are proposing to submit an application to the Frog's Breath Foundation as part of this purchase. A report on the proposed application will be submitted for the March 4th meeting.
15 Kickplate Replacement (Hlby and NL)	Rec \$ 18,000 Matt	Quotes	2025 Operating	Not Started. Installation must take place when ice has been removed.	Not Started. Installation must take place when ice has been removed.
16 Curb Removal (Lakeshore/Lowry)	Rec \$ 15,000 Matt	Quotes	2025 Operating	Not Started	Not Started
17 Dymond Hall Door Replacement	BM \$ 13,000 Matt	Quotes	2025 Operating	Not Started	Not Started
18 Overhead door Replacement	BM \$ 12,000 Matt	Quotes	2025 Operating	Not Started	Not Started
19 Dymond Complex Roof Repair	BM \$ 10,000 Paul	Quotes	2025 Operating	Not Started	Not Started
20 Bandstand Roof Replacement	Rec \$ 10,000 Matt	Quotes	2025 Operating	Not Started	Not Started
21 Recreation Parks Equipment	Rec \$ 10,000 Matt	Quotes	2025 Operating	Not Started. Will purchase this equipment in May.	Not Started. Will purchase this equipment in May.
22 Wacker Attachment	Rec \$ 9,600 Paul	Canoe	2025 Capital	Not Started	Not Started
23 Lions Court Wind Screen	Rec \$ 9,300 Matt	Quotes	2025 Operating	Not Started. Will purchase this equipment in May.	Not Started. Will purchase this equipment in May.
24 PFC Glass	BM \$ 8,000 Jeff	Quotes	2025 Operating	Not Started	Not Started
25 Hlby WTP A/C	BM \$ 6,000 Matt	Quotes	2025 Capital	A contractor has been secured to supply and install a new A/C at the WTP.	No Update
26 Hlby Iceplant Electrical Engineering	Rec \$ 6,000 Matt	Quotes	2025 Operating	Not Started	Not Started
27 Riverside Audio Upgrade	Rec \$ 5,000 Matt	Quotes	2025 Operating	Not Started	Not Started
28 NL Arena Accessibility Project	<u>BM \$ 1,000,000 Matt</u>	<u>RFT / PM</u>	2022 <u>Capital</u>	Completed	Completed





Subject:	Green Municipal Fleet Study RFP Award	Report No.:	RS-005-2025
		Agenda Date:	March 4, 2025
Attachme			

Appendix 01:	Submission Opening Results - RS-RFP-001-2025
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Appendix 02: WSP Canada Bid Submission

#### **Recommendations**

It is recommended:

- 1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-005-2025; and
- 2. That Council directs staff to prepare the necessary by-law to enter into an agreement with WSP Canada Inc. for the provision of a Green Municipal Fleet Study, in the amount of \$59,718.00 plus appliable taxes, for consideration at the March 18, 2025, Regular Council meeting.

#### Background

As part of ongoing efforts to implement the City's Greenhouse Gas Reduction Plan and reach upcoming interim emission reductions targets of 40% below 2019 levels by 2033, City staff are working on initiatives to decarbonize the City's fleet.

Council received Memo No. 013-2024-RS at its Committee of the Whole meeting on June 4, 2024, which outlined a funding opportunity with the Green Municipal Fund which would provide funds to develop a fleet decarbonization plan. City staff, as per council's direction, submitted an application for \$66,000 towards the completion of this study.

The City was notified on December 18, 2024 that its application was approved and a funding agreement would be provided at a later date.

Subsequently, upon approval in-principal of the City's 2025 Capital Budget, staff released RS-RFP-001-2025, Green Municipal Fleet Study on January 29, 2025. The RFP was placed on the City's website with a deadline for submissions of February 21, 2025.



#### <u>Analysis</u>

Three submissions were received in response to RS-RFP-001-2025 by the closing date of February 21, 2025, at 2:00 p.m.

The submissions received are listed below and summarized in Appendix 01:

- KPMG, LLP \$99,580.00
- Evenergi Software Consulting Limited \$59,150.00
- WSP Canada Inc. \$59,718.00

City staff reviewed the submissions for completeness and required elements. KPMG's submission was noted to be longer than permitted as outlined in the RFP documentation and clarified within Addendum 01. No other issues with the submissions were noted and all three submissions were provided scores as per the evaluation criteria. Scoring for the submissions was completed by staff with the following final scores out of a possible 1000 points being tabulated:

- 1. WSP Canada Inc. 932.5 Points
- 2. Evenergi Software Consulting Limited 920 Points
- 3. KPMG, LLP 757.5 Points\*

Both WSP Canada and Evenergi submitted exceptional proposals, scoring nearly identically based on the evaluation criteria. Because their bid prices were within 1% of each other, they were provided equal scores for the financial component of their submissions.

Both proponents demonstrated a clear understanding of the project, the City's expectations, and relevant experience, having completed similar projects in recent years. While Evenergi's submission offered strong value-added services, WSP Canada scored higher due to the impressive qualifications of its proposed project team.

WSP Canada is a leading engineering firm in Canada and has previously completed reports for the City of Temiskaming Shores, including the Active Transportation Plan (2021).

Staff are therefore recommending that this RFP be awarded to WSP Canada Inc. at the March 18, 2025, Regular Council meeting.

#### Relevant Policy / Legislation / City By-Law

- 2025 Building Maintenance Capital Budget
- By-Law No. 2017-015, Procurement Policy



#### **Consultation / Communication**

- Consultation and collaboration with the Manager of Transportation Services
- Consultation with the Public Works Shop Clerk
- Consultation with the Climate Change Committee

#### 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 approved budget amount for this project is \$60,000 of which, \$48,000 will be covered by a grant from the Green Municipal Fund pending confirmation of the funding agreement. The total cost of this project is expected to be \$60,769.04 including non-recoverable HST.

#### **Climate Considerations**

The climate lens assessment confirms that this project has no adverse environmental effects.

This study is crucial in helping the municipality reduce its environmental impact by outlining a pathway to lower greenhouse gas emissions from the City's fleet operations. It also supports the City's broader climate action goals. To achieve both interim and netzero emission targets, decarbonizing the City's fleet will be essential.

#### **Alternatives**

Council could direct staff to reissue a revised RFP for this work.

Council could direct staff to cancel this project.



#### **Submission**

Prepared by:

"Original signed by"

Reviewed and submitted for Council's consideration by:

"Original signed by"

Mathew Bahm Director of Recreation Sandra Lee City Manager



#### Document Title: RS-RFP-001-2025 "Green Municipal Fleet Study" Closing Date: Friday, February 21, 2025 Closing Time: 2:00 p.m. Opening Time: Department: Corporate Services 2:45 p.m.

Attendees via teleconference: Microsoft Teams

#### **City of Temiskaming Shores:**

Logan Belanger, Municipal	Kelly Conlin	Mathew Bahm
Clerk	Deputy Clerk	Director of Recreation Services
OS	PKOLQ.	Mat

#### Others (teleconference):

Brad, KPMG	
,,	

#### Submission Pricing

Bidder:	KPMG,	LLP
---------	-------	-----

Description	Amount (without HST)
Green Municipal Fleet Study per scope of work	\$ 99,580,00

Bid

dder:	Everergi	Software	(Better	Fleet)
-------	----------	----------	---------	--------

Description	Amount (without HST)
Green Municipal Fleet Study per scope of work	\$ 59,150,00.

# Bidder: WSP Canada Cenc.

Description	Amount (without HST)
Green Municipal Fleet Study per scope of work	\$ 59,718,00.



**Bidder:** 

Description	Amount (without HST)
Green Municipal Fleet Study per scope of work	\$

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

#### The Corporation of the City of Temiskaming Shores

#### By-law No. 2025-000

#### Being a by-law to enter into an agreement with WSP Canada Inc. for the creation of a Green Municipal Fleet Study for 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. RS-005-2025 at the March 4, 2025 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with WSP Canada Inc. for the provision of a Green Municipal Fleet Study, in the amount of \$59,718, plus applicable taxes, for consideration at the March 18, 2025 Regular Council meeting.

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

- 1. That the Mayor and Clerk be authorized to execute an agreement with WSP Canada Inc. for the provision of a Green Municipal Fleet Study, in the amount of \$59,718 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 18<sup>th</sup> day of March, 2025.

Mayor

Clerk



Schedule "A" to

## By-law 2025-000

Agreement between

## The Corporation of the City of Temiskaming Shores

and

WSP Canada Inc.

for the provision of a Green Municipal Fleet Study

This agreement made this 18<sup>th</sup>, day of March, 2025.

Between:

#### The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and

#### WSP Canada Inc.

(hereinafter called "the Consultant")

Witnesseth:

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

#### Article I:

The Consultant will:

a) Create an Green Municipal Fleet Study, in accordance with the specifications contained in their submission in relation to the following:

#### Corporation of the City of Temiskaming Shores Request for Proposal (RS-RFP-001-2025) Green Municipal Fleet Study

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this agreement.
- c) That the Consultant will finalize the Green Municipal Fleet Study for the City of Temiskaming Shores prior to <u>October 31, 2025.</u>

#### Article II:

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the creation of an Green Municipal Fleet Study in the amount of <u>fifty-nine thousand, seven-hundred and</u> <u>eighteen dollars and zero cents (\$59,718.00)</u> plus applicable taxes; and
- b) Make progress payments, typically monthly, based on receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

#### Article III:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of

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

The Consultant:

#### WSP Canada Inc.

100 Commerce Valley Drive West Thornhill, ON L3T 0A1

The Owner:

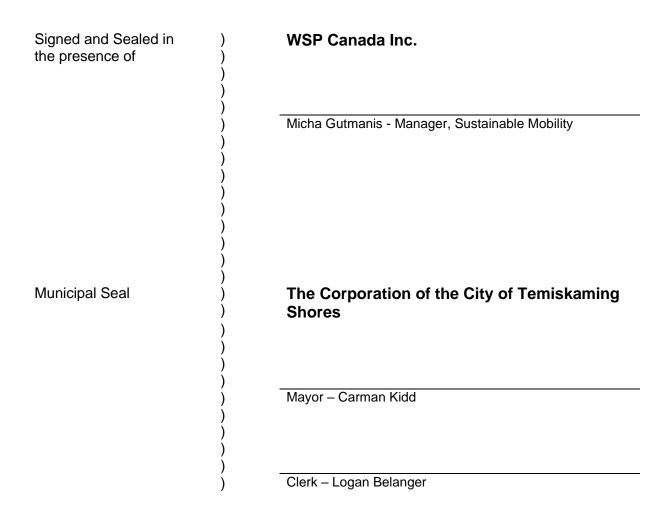
#### **City of Temiskaming Shores**

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

Attn.: Matthew Bahm

Remainder of Page left Blank Intentionally

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





Appendix 01 to Schedule "A" to

## By-law No. 2025-000

Form of Agreement

# **GREEN MUNICIPAL FLEET STUDY**

CITY OF TEMISKAMING SHORES VILLE DE TEMISKAMING SHORES

RS-RFP-001-2025 Green Municipal Fleet Study





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February 21, 2025
City of Temiskaming Shores | *Ville de Temiskaming Shores*Re: RS-RFP-001-2025 Green Municipal Fleet Study
Attention: Logan Belanger, Clerk

WSP is pleased to submit our proposal to complete a Green Municipal Fleet Study for the City of Temiskaming Shores. We have assembled a team with the requisite skills and expertise to develop the most comprehensive study.

The WSP team offers the following benefits to the City:

- Ontario-based Project Manager; Bilingual Team: Our core team project manager is based in the Greater Toronto and Hamilton Area. Critical meetings such as Council presentations or site visits, if required, can occur in person. Our technical analyst and project coordinator is bilingual to support with any French requirements.
- Strong Understanding of the Zero Emission Vehicle (ZEV) Market: Our team has tremendous experience in zero-emissions fleet studies. Our team members have developed policies on fleet optimization and vehicle charging across Canada. We have been developing and implementing sustainable fleet plans, from early feasibility studies to reconfiguring existing fleet depot to add fueling infrastructure. At WSP, we leverage the latest technology trends and lessons learned from our collective projects to fulfill our mandate with the City of Temiskaming Shores.
- Collaboration with various municipality sizes: WSP works with numerous municipalities, ranging from all sizes, from fleets of over 3000 vehicles to fleets of only 20. This has allowed us to understand the necessary scaled and tailored approaches required based on the various sizes of the fleet. The City of Temiskaming Shores will receive a tailored approach that works for its size, its carbon neutrality goals, and its geographic location. Our hand-selected team has worked on the majority of these green fleet studies together, so we are well-established and efficient in working together as one team.

Yours sincerely,

WSP Canada Inc.

M. Yulmani

Micha Gutmanis, MPI, BSc, PMP Manager, Sustainable Mobility Advisory

WSP Canada Inc. (She/Her)

# wsp

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# wsp



## **1 COMPANY EXPERIENCE**

## 1.1 COMPANY PROFILE

With roots that date back to 1959, WSP has proudly become one of Canada's leading professional engineering services firms with a strong international presence and position in today's global market. Our network of 12,900 technical experts and strategic advisors across Canada and just over **3,900 staff in Ontario** includes engineers, technicians, scientists, planners, surveyors, environmental specialists, and other design, program, and construction management specialists. Globally, we have over 69,900 team members, supporting over 150,000 active projects. We offer services in four business areas: Transportation and Infrastructure, Planning, Buildings, Environment, and ERI (energy, resources, and industry) from offices throughout Canada.

**Experience:** WSP has a wealth of provincial, national, and international experience to draw from regarding sustainable transportation in urban and rural environments. We regularly support public sector clients at all stages of the project development life cycle from conceptual planning and business casing through to detailed design and construction.

**Excellence**: Our sustainable transportation, public transit and active transportation teams are organized nationally around a Centres of Excellence model, reducing the impact of geography for the team and providing you with a larger group of specialized resources to match the best-suited individuals across Canada to projects, while bringing in unique perspectives nationally. Our model ensures we can best leverage subject matter expertise, lessons learned, and corporate experience in service of the assignment.

### **1.2 SUSTAINABLE MOBILITY ADVISORY PRACTICE**

WSP's Sustainable Mobility Advisory team is recognized by municipalities and transit agencies across Canada, North America and globally for our work supporting green fleet studies, feasibility analysis and implementation plans across a variety of fleets from light-duty vehicles to heavy-duty vehicles (emergency response, transit, mining). The proposed project team members have an extensive track record of delivering the services required by this study, including the development of low-carbon and zero-emission implementation plans, analysis on the current fleet usage, municipal fleet transition plans as well as conducting stakeholder engagements and assessing the best practices to accelerate the transition for municipal vehicles. We have extensive experience with vehicle and charging infrastructure requirements and developing financial strategies to support the deployment of Zero Emission Vehicles (ZEVs) and associated infrastructure. We have a strong understanding of green fleets, and we aim to bring forth an implementation and actionable strategy to complete the replacement of the current fossil-fuel-powered vehicles to reduce greenhouse gas emissions (GHG).

Our agile team and dedicated specialists across our engineering consulting firm allow us to successfully work on diverse projects; from major urban cities to regional municipalities, we have worked with private and government entities, as well as municipal alliances such as the Federation of Canadian Municipalities and ICLEI Local Governments for Sustainability. Our team provides the necessary support to develop actionable strategies to reduce GHG emissions and operate a more sustainable fleet.

We believe our project approach and prior experience in delivering similar scopes of work for municipalities and cities across Canada will support achieving a strong project outcome for the City of Temiskaming Shores.

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## **1.3 BREADTH OF RELEVANT EXPERIENCE**

WSP has delivered Green Fleet vehicle consultancy services for municipal clients for over 10 years. The following graphic and table illustrate the geographic range of our **project portfolio in the last 5 years**, which we are pleased to leverage for the City of Temiskaming Shores.



CAMET – Electric School Bus Feasibility Study and Site Conceptual Design (2024-2025)

TTC – Non-Revenue Fleet Electrification and Infrastructure Strategy (2024-2025)

City of Ottawa – Green Fleet Strategy (2024)

Town of Newmarket – Green Fleet Strategy (2024)

City of Whitehorse – Transit Decarbonisation Roadmap (2024)

City of Edmonton – Light-Duty Zero-Emissions Vehicle Strategy (2023) & Zero-Emissions Policy Paper (2024)

Parks Canada – Green Fleet Study (2023)

City of Calgary – Alternative Fuels Study (2023)

Baie-Comeau – Green Fleet Strategy and Energy Resilience Plan (2023) City of Burlington – Green Fleet Strategy and Implementation Roadmap (2023)

Yukon Transportation Dept – Preliminary Green Fleet Assessment (2022)

City of Surrey – Low Carbon Fleet Strategy (2021-2022)

Strathcona County - Electric Vehicle Feasibility Study (2021)

Oxford County – 5-year Green Fleet Plan (2021)

Town of Caledon – Green Fleet Strategy (2021)

City of Barrie – Alternative Fuels Study (2020-2021)

Town of Oakville – Fleet Utilization and Optimization Study (2020)

City of Brampton – Light Duty Fleet Management Review (2020) Halton Region – Fleet Management Review (2020) City of Abbotsford – Refuse Truck Lifecycle Modelling (2020)

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### 1.4 RELATED EXPERIENCE AND REFERENCES

While Section 1.3 showcases fleet transition planning across Canada that our team has worked on, we selected **three reference projects** that are particularly relevant to Temiskaming Shores based on their geographies, fleet size and fleet make-up. We have selected projects completed within the last two years, as this rapidly changing vehicle landscape deserves the relevant fleet planning practices.

The following table outlines the references we wish to put forward. More details on each project can be found in the project sheets following.

Project	Client Contact Information
Project 1:	Town of Newmarket
Green Fleet Strategy (2024)	Jeff Bond, Business Operations Specialist   Public Works Services
	T: 905-953-5300 x2582
	E: jbond@newmarket.ca
Project 2:	City of Ottawa
City of Ottawa Green Fleet Strategy	Neil Grandy, P.Eng.
(2024)	Manager, Fleet Maintenance & Technical Services
	T: 613-580-2424, x-29535
	E: neil.grandy@ottawa.ca
Project 3:	City of Baie-Comeau
Municipal Fleet Energy Transition	Julie Malouin, Sustainable Development Coordinator
(2023)	T: 418-589-1583
	E: jmalouin@ville.baie-comeau.qc.ca

#### **TOWN OF NEWMARKET GREEN FLEET STRATEGY (2024)**



Location Town of Newmarket, Ontario

Project Value \$75,000

Primary Team Personnel Micha Gutmanis (Project Manager) Shan Campeau (Technical Lead)

Project Completion Date December 2024

#### RELEVANCE TO THIS PROJECT

WSP's experience with the Green Fleet Strategy for the Town of Newmarket provides a strong foundation for successfully executing Temiskaming Shores' Green Fleet Study. WSP will leverage the proven methodology and insights gained from Newmarket through the creation of low-carbon and zero-emission fleet transition scenarios. This involved identifying a pathway to zero-emission vehicles through detailed vehicle use reviews, inspections, and stakeholder discussions. Additionally, WSP's team reviewed the current state of electrical infrastructure at fleet storage, corporate, and operational facilities to support fleet and charging requirements, and provided guidance on the next steps for implementation. This project presents many similarities with the Temiskaming Shores project, through their shared geographical context, their similar size operations and GHG reduction goals.

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#### SCOPE

The scope of the project involved developing a comprehensive Green Fleet Strategy for Newmarket to significantly reduce GHG emissions from its fleet operations. WSP collaborated closely with the Town's Fleet department to assess the current state of operations and design a roadmap for fleet decarbonization. This strategy included recommendations for a fluid and comprehensive transition towards low-carbon and zero-emission alternatives, as well as looking at requirements for charging infrastructure and management best practices, ensuring alignment with long-term industry trends and fiscal sustainability.

The strategy was tailored to meet their carbon neutrality goals by 2040. The strategy was executed in four phases: Current State Assessment, Baseline Analysis, Green Fleet Scenario Development, and Final Reporting. Contact with the Town of Newmarket was ensured throughout the phases of the strategy, ensuring transparency and advancements of the project in line with the findings. In addition to a transition planning reducing the emissions and the operational cost, the strategy provided recommendations for operational best practices and insight for change management. This strategy included the creation of two distinct scenarios, which could potentially reduce the Town's emissions by 99% in 2050. WSP also provided additional support services, including an electrician to assess infrastructure needs and stakeholder consultation to highlight the challenges and opportunities for fleet decarbonization.

#### **CITY OF OTTAWA GREEN FLEET STRATEGY (2024)**



RELEVANCE TO THIS PROJECT

Location City of Ottawa, ON

Project Value \$235,000

Primary team personnel Micha Gutmanis (Project Manager)

Julian Fernandez-Orjuela (Technical Lead) Shan Campeau (Technical Support)

Project Completion Date January 2025

We envision the City of Temiskaming Shores to be similar to the City of Ottawa's Green Fleet Strategy considering the nature of assessment and recommendations involved. This strategy required WSP to provide the City of Ottawa with an ideal vehicle and charging equipment uptake rate to accommodate the growing need for low-emission technologies while assessing alternative procurement scenarios. This project presents many similarities with the Temiskaming Shores project, with their geographical context and their variety of vehicle types to transition (ie. vacuum trucks, snowplows, sweepers, dump trucks, snowplows, fire pumpers, etc.).

#### SCOPE

The City of Ottawa has one of the largest public fleets in Canada, with over 2000+ light-, medium- and heavyduty vehicles and equipment. WSP was engaged by the City of Ottawa to carry out a green fleet study for its entire fleet. This study investigated the transition to low carbon and zero-emission technologies through a phased approach with actionable implementation measures set forth over the next 20 years. It evaluated achievements to date on fleet electrification and proposed new approaches and technologies to meet the City's direction and targets for reducing fleet emissions while ensuring fiscal responsibility. The strategy also assessed several trade-offs on various technologies, including trade-offs on capital and operating costs, technology maturity, impacts on current operations and GHG reduction potential. Additionally, exploration of new

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approaches involved an assessment of expedited procurement scenarios, including cost leveling, for the fleet transition.

This City of Ottawa Green Fleet Strategy proposed a phased approach, which ensures that the low carbon technology uptake rate is respected by the City to allow for a smooth fleet transition that was flexible to changing technologies. The strategy proposed conservative and aggressive scenarios to allow for flexibility in its approach. The strategy aimed to guide the City for the choice of technology, charging infrastructure implementation strategy, and site-specific recommendations. EV charging infrastructure including installation dates, costs, and associated power requirements were also included within the roadmap to allow for the City to plan its infrastructure ahead of asset procurement.

#### **CITY OF BAIE-COMEAU MUNICIPAL FLEET ENERGY TRANSITION (2023)**

Location



#### Project Value \$ 62,000

City of Baie-Comeau, Quebec

Primary Team Personnel Shan Campeau (Interim Project Manager and Technical Lead)

Project Completion Date October 2023

#### RELEVANCE TO THIS PROJECT

We envision this Green Municipal Fleet Study to be similar to the City of Baie-Comeau Municipal Fleet Energy Transition, considering the nature of the operations of the municipal fleet and similarity in the municipality's vocation, as well as the nature of assessment and recommendations involved. This strategy required WSP to provide the City of Baie-Comeau with an ideal vehicle and charging equipment to accommodate the growing need for zero-emission technologies while maintaining operations. This project presents many similarities with the Temiskaming Shores project, through their shared Northern and remote context, similar-sized fleet, operation requirements and GHG reduction goals.

#### SCOPE

Baie-Comeau, a Quebec municipality in the Manicouagan region, is home to over 20,000 residents. It is an industrial and port city nestled within the Manicouagan-Uapishka World Biosphere Reserve and it aspires to be a sustainable development leader and a model for other northern regions in terms of attractiveness, innovation, and community spirit. Given that 60% of the corporate emissions in the city are directly associated with the transportation sector (vehicles and motorized equipment), the municipality and its city council are keen on initiating a technological shift. The objective of this study was to assist the municipality in conducting an analysis to establish the energy profile of the city's automobile fleet, identify gaps, explore potential improvements, and outline a relevant set of measures to implement. The study consisted of several phases. First, a portrait of the current situation of the city's fleet was presented to review the fleet's condition and its usage. Subsequently, WSP completed a thorough market analysis to present the available technological alternatives for the transition and their future developments. WSP also conducted in-person stakeholder engagement and site visits to evaluate the city's infrastructure and its ability to transition towards zero-emission. The smaller size of the fleet allowed us to provide precise replacement options for the different vehicles. From this analysis, WSP completed a cost-benefit study, ultimately providing recommendations on the technologies to adopt and helping in the

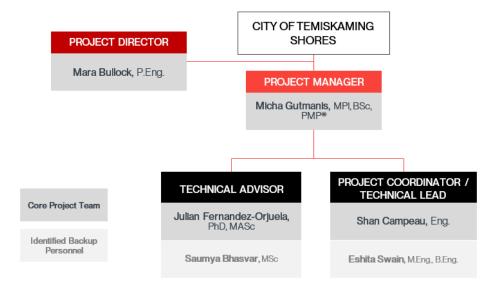
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development of a transition plan. This analysis compared different technology adoption scenarios to understand the impact on cost and emissions.

# **2 PROJECT TEAM QUALIFICATIONS**

# 2.1 ORGANIZATIONAL CHART



#### **PROJECT TEAM FEATURES**

- Project management expertise with proven ability to deliver on-time and within budget
- Integrated team offering the City a "one-stop-shop" solution a team who has worked closely together on various green fleet studies – thereby maintaining schedule and budget efficiencies
- Complete team ready and committed to successful project delivery
- ✓ Identified backup personnel to help ensure resiliency in our work with minimal disruption
- ✓ Local knowledge and solid understanding of zero-emission vehicle fleets with a global reach
- Strong research and analytical abilities in sustainable transportation technologies

# 2.2 CORE PROJECT TEAM AND BACKUP PERSONNEL

The table below is a summary of our core team's relevant experience in the last three years. This table demonstrates the proposed team's history of working collaboratively to ensure project success.

RELEVANT EXPERIENCE OF PROPOSED TEAM	Town of Newmarket Green Fleet Strategy	City of Ottawa Green Fleet Strategy	City of Baie- Comeau Municipal Fleet Energy Transition	CAMET ESB Feasibility Study	TTC Non- Revenue Fleet Electrification	City of Whitehorse Transit Decarbonisation Roadmap	City of Edmonton Light-Duty Zero Emissions Vehicle	City of Calgary Alternative Fuels Study
Micha Gutmanis	•	•		•	•		•	•
Julian Fernandez-Orjuela	•	•		•	•		•	



Shan Campeau	•	•	•	•	•		•	•
Saumya Bhasvar		•		•		•	•	•
Eshita Swain		•				•		•

# 2.3 TEAM BIOS AND RESPONSIBILITIES

A list of the proposed core project team members, with their professional qualifications, related experience and roles, duties and responsibilities is provided below. Due to the page limit, CVs were not included, however they can be provided.

#### MICHA GUTMANIS, MPI, BSC., PMP® PROJECT MANAGER

#### 11 YEARS OF EXPERIENCE

#### RESPONSIBILITIES

As Project Manager, Micha will direct the project and coordinate the team. She will be responsible for ensuring work is completed on-time and on-budget. As a senior advisor and subject matter expert, Micha will be intimately involved in all aspects of the study and will play a leading role in framing core deliverables.

Micha will be a primary point of contact for the City and for project communications. She will monitor and control the scheduled activities, resources, and budget required to create each project deliverable. Micha will be the main point of contact for the bi-weekly, stakeholder meetings, and in-person presentations.

#### **QUALIFICATIONS AND EXPERIENCE**

Micha boasts a wealth of experience spanning ten years in the realm of planning, project management, and policy support across the public, non-profit, and private sectors. During her time in the public sector, she was tasked with overseeing the corporate and community emissions portfolio, which encompassed electric vehicle infrastructure policy and planning.

Micha is passionate about sustainable transportation and has dedicated her career towards reducing corporate and community emissions through the transportation sector. She brings expertise in clean energy and transportation planning, having played a pivotal role in mobilizing the Fraser Valley Region's electric vehicle installation planning and was instrumental in setting fair and equitable prices for public EV charging.

As a Zero-Emissions Mobility Manager at WSP, Micha has continued to work in enhancing electric vehicle strategies for clients within the public and private sectors. She has led various green fleet strategies across Canada over the last few years (City of Ottawa, Town of Newmarket, City of Edmonton, Parks Canada, Toronto Transit Commission, Translink, Atlantic Ministry of Education and Training, ICLEI, and more) and has provided expertise in governance models for provision of EVSE.

Micha fosters a culture of excellence within her team, empowering the team and setting high standards for client projects. Quality work is an important value to her and within WSP, and she strives to provide the highest value to her clients.

#### JULIAN FERNANDEZ-ORJUELA, PHD, MASC TECHNICAL ADVISOR

#### 9 YEARS OF EXPERIENCE

#### RESPONSIBILITIES

Julian will provide support to the project team in the development of the model and will assist with facilitating workshops and discussions where required. His numerous experiences on municipal green fleet transition will provide the project team with analytical experience to oversee the delivery of a transition plan. He will support the development of a capital cost forecast for fleet procurements, forecast the total cost of ownership for the ZEV fleet, including lifecycle operating costs and will help integrate alternative strategy to align with the City's reduction goals.

#### **QUALIFICATIONS AND EXPERIENCE**

Julián is a Senior Consultant and a PhD in electrical engineering. Since joining the team, he has been actively contributing to projects related to roadmap electrification planning and modelling for transitioning fleets to battery electric buses, alongside Micha and Shan. He specializes in electric vehicle charging requirements and fleet planning.

Julian's extensive experience modelling GHG emissions, current and future electric vehicle (EV) uptake rates that align with provincial and federal mandates and working with transportation demand models make him an asset to the team. He has a PhD in electrical engineering and has sound knowledge of energy requirements to support the recommended infrastructure to support alternative vehicle needs.

#### SHAN CAMPEAU, ENG. PROJECT COORDINATOR / TECHNICAL LEAD

**3 YEARS EXPERIENCE** 

#### **RESPONSIBILITIES**

Shan will coordinate all project activities and conduct the analysis for the Temiskaming Shores planning and support project. Shan will use the models that he developed for various other green fleet plans to deliver a tailored plan and will also assist with facilitating workshops and discussions where required. Shan will oversee all aspects of the delivery of preliminary research, data collection, and analysis for this project. He will lead the fleet electrification research, suitability, baseline, and power requirements at each location.

#### **QUALIFICATIONS AND EXPERIENCE**

Shan is a Sustainable Mobility Consultant at WSP and holds a Bachelor's degree in Civil Engineering, with a specialization in transportation and international project management. Passionate about sustainable transportation, Shan contributes to strategic and feasibility studies in many sectors, such as operations planning and infrastructure conversion for an efficient transition towards zero-emission as well as a technical advisor to review the financial viability of various electrification projects.

As a sustainable mobility consultant for WSP, Shan is continuously working with municipalities and government entities to create and implement electric vehicle strategies. He is currently working as a project coordinator and data analyst for various other green fleet strategies, such as the Town of Newmarket, the City of Edmonton, Parks Canada, the City of Baie-Comeau, etc. in constant collaboration with Micha and Julian. He is currently completing a master's degree in sustainability, which allows him to get a better understanding on the broader impact of different green initiatives. From strategy implementation to deployment of technology, the broad scope of work Shan has worked on makes him a critical asset to the project team.

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# 2.4 BACKUP PERSONNEL AND RESILIENCY

In the event of unforeseen conditions requiring the replacement of key team members, WSP is confident that the selected members presented in the table below will be able to step in and provide a seamless experience for Temiskaming Shores.

#### SAUMYA BHASVAR, MSC TECHNICAL ADVISOR | IDENTIFIED BACKUP PERSONNEL

**14 YEARS EXPERIENCE** 

#### RESPONSIBILITIES

Saumya will be part of the backup resource as a technical advisor. Saumya's experience will be key to provide support for the financial piece, involving capital and operational cost forecast for fleet procurement, and charging infrastructure costs.

#### **QUALIFICATIONS AND EXPERIENCE**

Saumya is a Senior Consultant on the WSP Mobility Systems Advisory Services team. He brings 14+ years of wide-ranging international professional and postgraduate experience. He has led research, analysis, public engagement, advocacy and government relations activities to advance the energy-transition, access to clean energy, water and mobility, and innovation, development and climate policy, with a special focus on clean hydrogen. He has been at the forefront of the re-emerging Canadian hydrogen economy since 2020, managing Canada's (then) first green-hydrogen transit project through the partnership-formation, lobbying and funding stages at the Canadian Urban Transit Research and Innovation Consortium (CUTRIC). Saumya is a consummate multidisciplinary professional with a keen interest and strong acumen in directing and facilitating the implementation of strategic plans, projects and programs from conceptualization to commissioning. His diverse professional experience, multi-disciplinary education in economics, business and engineering, and breadth of international perspectives have fostered a broad subject matter understanding relevant to this project, excellent analytical and inductive reasoning skills, a special eye for detail, and a just appreciation for the means as much as the end.

#### ESHITA SWAIN, M.ENG, B.ENG ANALYST I IDENTIFIED BACKUP PERSONNEL

7 YEARS EXPERIENCE

#### RESPONSIBILITIES

Eshita will be part of the technical team working on project activities such as baselining the existing vehicle information and developing green fleet strategy with Shan. This will involve capital cost forecast for fleet procurement, and charging infrastructure costs. Eshita will forecast the total cost of ownership for the ZEV fleet, including lifecycle operating costs. She will model standard and rapid ZEV transition scenarios, comparing their GHG reduction and cost implications to a business-as-usual ICE vehicle procurement scenario.

#### **QUALIFICATIONS AND EXPERIENCE**

Eshita Swain is an experienced Sustainable Mobility Consultant with a strong background in transportation, energy, and environmental planning. Eshita has worked on numerous projects involving electric vehicle deployment, electrification study and alternate fuel studies, including developing green fleet strategies, assessing battery electric bus services, and planning fleet electrification. Her work often involves creating comprehensive strategies and financial modelling. She is passionate for sustainable transport and clean energy sector. Her master's degree in Clean energy and leadership, in association with municipal work, makes her an asset in sustainable mobility projects.

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# 3 PROJECT UNDERSTANDING AND METHODOLOGY TO ACHIEVE WORKPLAN

The City of Temiskaming Shores is seeking proposals to retain a qualified consultant in the preparation of a comprehensive analysis regarding the evaluation of its current fleet, highlighting the reduction of carbon emission opportunities and an optimization strategy. The goal of this study is to develop a fleet efficiency strategy, which will allow the city to reduce its emissions through different recommendations (transition towards zero-emission alternatives, fleet optimization, etc.) and to provide the City of Temiskaming Shores with the necessary information for future capital and operational budget planning exercises. This Green Fleet Study will also include an implementation strategy and an action plan as well as an assessment of the barriers to the transition.

As a member of Partners for Climate Protection, the City of Temiskaming Shores is committed to reducing their GHG emissions. In 2022, the city completed a GHG emissions inventory (based on 2019 data), which highlighted the importance of fleet emissions, accounting for 49.9% of their total corporate emissions. This enhances the high potential resulting from the transition of the corporate vehicles. This study would also be an opportunity for the City of Temiskaming to advance to the next step in their Partners for Climate Protection program, demonstrating leadership in climate action.

The completion of this project would not only provide Temiskaming Shores with a plan to reduce corporate emissions but would also demonstrate its commitment to its climate goals, therefore acting as a community leader. This study would also bring the City's fleet users together within the organization, to build this plan and garner buy-in across Public Works in its fleet optimization initiative.

We understand that this project will allow the City of Temiskaming Shores to:

- Understand the feasibility of replacing conventional ICE (internal combustion engine) municipal vehicles with zero-emission alternatives, from a multi-faceted perspective considering factors such as upfront cost, operating costs, infrastructure requirements and environmental impact.
- Understand the different barriers (technological, financial, regulatory, social) created with the transition to electric vehicles and the associated mitigation measures, when possible.
- Identify potential additional strategy to reach the City's GHG emission reduction goals and to enhance the fleet transition plan, including renewable energy integration, smart charging opportunities and potential vehicle-sharing systems.

We understand that the City's fleet is mainly used for public works and comprises of 52 vehicles of different types, including SUVs, Pick-up trucks, Buses and other equipment. Those vehicles are retained, operated and maintained by the City's Public Works Department.

Our experience advising numerous other municipalities – the City of Ottawa, City of Edmonton, Town of Newmarket, City of Baie-Comeau, for example – on their fleet transition strategies lends us intimate familiarity and a rich repository of knowledge and information on the characteristics of fleets and vehicle types similar to that of the City of Temiskaming Shores. It also makes our team appreciative of the challenges and opportunities associated with the implementation of alternative vehicles as part of a municipal fleet.

We also feel that we can bring a very high value-add, by utilizing our robust and tested green fleet planning tools, building on our wide zero-emissions vehicle database, and providing best practices on the operation, maintenance, and training of electric vehicle infrastructure.



# 3.1 PROPOSED METHODOLOGY

WSP's approach to green fleet strategies ensures alignment between the City interim and long-term goals, and the recommended transition plan from the replacement cycle. Understanding long-term goals will allow a deeper analysis of the expected outcomes of the strategy, capitalizing on GHG emissions reduction, fiscal responsibility. Additionally, by understanding the requirements and barriers currently faced by the operators, and by focusing on operational continuity the outcome of this project would also result in a meaningful short-term strategies.

The project will commence with the project kickoff to ensure that the City of Temiskaming Shores and WSP's project teams are aligned and share a common understanding of the assumptions, methodology, and operational requirements. **Regular bi-weekly 30-minute check-in virtual meetings** with the City's project team will be held for status updates, performance reviews, strategic direction, and feedback. These meetings may be extended as required. Our team will prepare presentations for every meeting to provide an update on the schedule and progress.

The approach to completing this Green Municipal Fleet Transition Study will be through four broad phases as shown in the table below.

PHASE1	PROJECT INITIATION & DATA GATHERING	Task 1.1 – Kick-off meeting Task 1.2 – Data collection
PHASE 2	BASELINING	Task 2.1 – Current state assessment and financial baseline Task 2.2 – GHG emissions analysis Task 2.3 – Internal stakeholder engagement Task 2.4 – Vehicle market scan & technology review
PHASE 3	TRANSITION SCENARIO	Task 3.1 – Electric vehicles transition and charging needs Task 3.2 – Scenario's financial analysis and GHG emissions reductions
PHASE 4	TRANSITION RECOMMENDATIONS	Task 4.1 – Potential funding source to leverage Task 4.2 – Implementation planning recommendations

# 3.2 DETAILED METHODOLOGY

# **PHASE 1: PROJECT INITIATION & DATA GATHERING**

Timeline: To be completed 2 weeks after project initiation

#### **TASK 1.1 – KICK-OFF MEETING**

We will commence the project with a **60-minute kickoff meeting** with City staff to facilitate team introductions and cover essential aspects such as goals, scope, project timeline, key milestones, communication protocols, staff availability, scheduling stakeholder meetings, and an initial review of the data request. Key project staff from the City of Temiskaming Shores will be invited to this kickoff meeting. The kickoff meeting will also be an

opportunity for WSP to present the initial data request (2-week expected turnaround for data) and open the discussion for stakeholder engagement requirements.

# **TASK 1.2 – DATA COLLECTION**

The first step of the project will be to understand the City of Temiskaming's current fleet and operations, ensuring that the proper electric vehicles alternative can be identified while upholding the fleet's service requirements (i.e., operating range, passenger capacity, gross vehicle weight). At the kickoff meeting WSP will **issue a data request to the City** to help facilitate the timely turnaround of relevant data which will feed into this study. This data request will include the following items in the table below.

<ol> <li>Past Green Fleet Plans, Sustainability Plans and GHG Inventory: Prior Green Fleet work, reports on implementation success, lessons learned and/or modeling of fleet emissions.</li> </ol>	<ol> <li>Asset Replacement Plan: Typical useful life of fleet vehicles, forecasted and/or planned vehicle replacements.</li> </ol>			
assigned garage/parking location, vehicle type, make/model, age, VKT, commission date, purchase cost, expected useful life,	<b>4. Fleet Operating and Capital Budgets:</b> Annual fuel consumption and expenditure, training and certifications, vehicle-to-mechanic ratio.			
alvage value, number of vehicles per site, payloads, downtime, ser-to-vehicle ratio, vehicle mission criticality, fuel economy.	<b>5. Vehicle Maintenance Records (i.e., Work Orders):</b> Used to establish the baseline cost of fleet maintenance against alternative propulsion vehicles. The maintenance cost life-to-date for vehicles can be provided for this item.			
It will be important for the City of Temiskaming Shores to s	submit the most complete and accurate information			

It will be important for the City of Temiskaming Shores to submit the most complete and accurate information available to complete this analysis, as **this data will be the basis of the analysis for this study**. Incomplete or missing information will be assumed based on other fleet data; however, this would potentially affect the accuracy and quality of the analysis.

# **PHASE 2: BASELINING**

Timeline: To be completed 8 weeks after project initiation

#### TASK 2.1 - CURRENT STATE ASSESSMENT AND FINANCIAL BASELINE

WSP will refer to the data request issued to acquire historical fleet data which will be used as the benchmark comparator of the existing fleet. This current state assessment will help WSP conduct a thorough analysis of the fleet, including the different types of vehicles, utilization, interesting patterns, fuel efficiency, etc. This current state assessment will also allow WSP to understand asset management practices, vehicle replacement planning, and operating and maintenance costs, which is crucial for providing a smooth transition plan.

WSP will leverage its Excel-based **lifecycle model** to understand the current financial investments and total cost of ownership (TCO) for the City's fleet. This TCO will uncover capital investments, as well as expected lifecycle operational costs (including fuel and maintenance costs). This will be used as a baseline value to compare the transition plans' results.WSP will also review the current policy implemented by the City to understand the vehicle replacement requirements, maintenance practices and other external factors that may impact the transition of the corporate fleet (ie. rented fleet).

# TASK 2.2 – GHG EMISSIONS ANALYSIS

Current fleet data provided by the City will be used to set the starting point for forecasting the emissions produced by the fleet. The **emissions modelling** will leverage tailpipe emission factors (tonnes of CO<sub>2</sub>e)

derived from Natural Resources Canada GHGenius model based on the fuel type used by the municipal fleet. This analysis will also help provide an overview of current GHG emissions, potential reduction measures and the steps required to **achieve the City's reduction goals**. This GHG analysis will set the baseline value, based on the data available (1-, 3- or 5-year operation cycle), and will provide support to measure the reduction anticipated.

### TASK 2.3 – INTERNAL STAKEHOLDER ENGAGEMENT

The WSP team will engage with the key Staff identified within the kickoff meeting to **understand fleet users' operational needs**, asset tracking and utilization, as well as their current perceptions of zero-emissions vehicles (push-back, worries, benefits, etc.), their experience to date with alternative propulsion technology and opportunities to right-size fleet vehicles to improve operations. This will be especially relevant to gather input and **address concerns related to the transition to zero-emissions vehicles** and the installation of refueling infrastructure.

WSP will hold engagement session meetings with the major fleet departments, requiring representatives from each department (as needed, up to 10). Smaller user groups could be grouped. In advance of the staff consultation, the project team will provide a questionnaire to facilitate discussions during the meetings. These stakeholder consultation sessions will be the perfect opportunity for WSP to **integrate equity-based questions**, providing the Staff with a platform to discuss any equity consideration, including but not limited to social procurements, increased accessibility, and safe access to the EV stations.

The understanding gained from these consultations will guide this Green Municipal Fleet Study and help propose tailored recommendations. The scheduling of these meetings will be determined after the project kickoff meeting and our team will work with the City's representatives to best determine the attendance list and the dates.

### TASK 2.4 – VEHICLE MARKET SCAN & TECHNOLOGY REVIEW

WSP will leverage its experience with both international and North American **market knowledge of alternative propulsion technology** and its depth of technical resources to provide the City of Temiskaming Shores with an assessment of the latest commercially available and operationally viable fleet alternative technology. This technology review will help the internal stakeholders grasp a better understanding of this new technology and the benefits it could provide the City.

WSP will provide the City with a market scan of the current vehicle, highlighting the key vehicle specifications such as gross vehicle weight, battery size, operational range, fuel economy, charging requirements, and other operational considerations. This market scan will feed into the subsequent phases of the study, as it will help identify potential transition opportunities and identify any potential alternatives to include in the scenarios.

**Key Milestone:** Following the completion of Phase 2, WSP will submit a **preliminary report to the City of Temiskaming Shores**, highlighting the findings from the baseline analysis, consultation with the different stakeholders and the market scan review. This report will be **reviewed by the City of Temiskaming's project team**, which will provide preliminary comments. The following deliverables will build off this preliminary report.

# **PHASE 3: TRANSITION SCENARIOS**

Timeline: To be completed 14 weeks after project initiation



# TASK 3.1 – ZEV TRANSITION SCENARIOS

Based on the fleet operations review, the conclusion from the stakeholder engagement and the compilation of the market scan, our team will work to develop different **zero-emission vehicle adoption scenarios** which will consider the availability of the vehicles, zero-emission technologies to include, the planned replacement year of in-use vehicles as well as a proposed technology uptake rate.

We will consider the least disruptive pathway, in terms of aligning operational performance and specifications of ZEV with conventional internal combustion engine vehicles currently in the fleet (e.g., similar operating range, payload, daily utilization and cargo carrying volume).

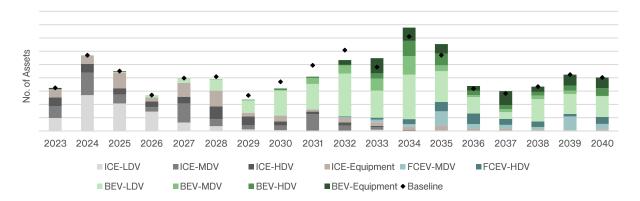
The development of these transition scenarios will consider the planned vehicle replacement cycle, to maximize the value of the current fleet while still facilitating a timely transition to zero-emission alternatives, reducing the operational cost and allowing for a smoother transition towards zero-emissions fleet. Inputs will be consolidated into the scenario planning tool from various stages outlined in the project methodology including:

- 1. Baseline Fleet Lifecycle Cost Estimates
- 2. Green Fleet Technology Lifecycle Cost Estimates
- 3. Fleet Emissions Modeling

The **agile green fleet scenario(s)** will also provide operational requirements from the proposed transition and information regarding the development of a charging infrastructure plan. This includes tracking the number of plug-in electric vehicles by year, charging needs and charging infrastructure type requirements (Level 1, Level 2 or Level 3-fast chargers, or hydrogen refueling stations, for example).

Typically two scenarios are developed: A) currently available technology today [slow transition scenario], and B) current available technology today and expected technology availability in the medium and long term [aggressive scenario]. These scenarios will then allow the City to understand where it can fall anywhere between these two scenarios, identifying how it can slow or accelerate its transition at any time within the plan, and the implications of doing so.

The following graphic demonstrates a recent green fleet strategy that our team created for another client. This transitions away from internal combustion engines gradually, based on their vehicle replacement cycles, leading to an eventual uptake of zero-emissions vehicles. This is realistic, based on driver behaviour to learn and adapt to a new technology while meeting their climate targets by 2040. This was accompanied by a detailed list of assets to be replaced year over year.



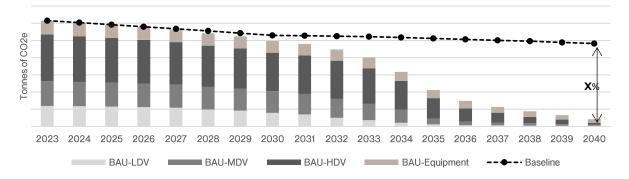
Example of a ZEV fleet replacement <u>purchase plan</u> overview for a client under an aggressive scenario (note actual values are hidden for client confidentiality)

### TASK 3.2 - SCENARIO FINANCIAL ANALYSIS AND GHG EMISSIONS REDUCTIONS

Once the transition scenarios are created, WSP will present the **financial and environmental impacts of the transition**. Utilizing the City's fleet data, publicly available OEM data from the market scan and technology review, internal knowledge and experiences, WSP will model the capital and operating costs and the GHG emissions reductions for each scenario.

By understanding the capital expenses as well as the possible operational and environmental savings resulting from this municipal fleet transition, WSP will present a comparison of scenarios in terms of annual (year-of-expenditure) capital and operating costs as well as the GHG emissions reductions over the forecast period in the Green Municipal Fleet Transition Study.

The results of this modelling will **compare the transition scenarios against the business-as-usual** (BAU) case of continuing to operate / renew the fleet as current. This financial analysis will also include the investment expenditures and maintenance costs associated with the deployment of the charging stations across the City. The results of this Phase will be **presented to the City's Climate Change Committee** in a consultation session, to demonstrate the findings and the potential preliminary application measures to achieve the expected reductions.



Example of a green fleet strategy GHG emissions reduction for a client under an aggressive scenario (note actual values are hidden for client confidentiality)

**Key Milestones:** During the completion of Phase 3, WSP will schedule a **consultation session** with the **City of Temiskaming Shores' Climate Change Committee**, outlining findings to date and presenting the preliminary scenarios. This session will be crucial to ensure the proposed scenarios are aligned with the City's GHG reduction expectations.

# **PHASE 4: TRANSITION RECOMMENDATIONS**

Timeline: To be completed 16 weeks after project initiation

#### ADDITIONAL STRATEGIES

This plan will also include **alternative strategies to reduce GHG emissions**, including, but not limited to, downsizing and rightsizing the fleet, renewable energy integration, smart charging and open charge point protocol, and corporate vehicle-sharing systems.

#### IMPLEMENTATION PLANNING RECOMMENDATION

This Green Fleet Study will be concluded with the development of implementation and planning recommendations. Those recommendations will highlight the different results from the stakeholder

engagements, the current state review, and the proposed transition scenario. The implementation planning recommendation will also address the potential barriers that could potentially slow the transition and the installation of the charging station, as well as proposing, when possible, mitigation measures to ensure the City is empowered to overcome those barriers. The plan will include equity considerations from the stakeholder interviews. A funding and financing scan will be completed to provide the City of Temiskaming Shores overview of the funding opportunities to leverage for the implementation of the project, **for example exploring FCM capital funding** and federal grants. In our experience, if FCM planning funding has been given for this study, the City will be better positioned to receive capital funding.

The plan will also state the required next steps to implement along with key impacts to GHG emissions and operating and capital budgets.

**Key Milestone:** Following the completion of Phase 4, WSP will submit a **final report** to the City of Temiskaming Shores, presenting the final Green Municipal Fleet study. This final report will be **reviewed by the City's project team** and will be **presented to City Council** by WSP.

# 3.3 PROPOSED TIME-TASK MATRIX

Resource Title	Project Director	Project Manager	Technical Lead	Technical Advisor	Activity / Task / Deliverable Total
Resource Name	Mara Bullock	Micha Gutmanis	Shan Campeau / Eshita Swain	Julian Fernandez- Orjuela / Saumya Bhasvar	
Total Project Hours	8	106	198	85	397
Phase 1 : Project Initiation & Data Gathering	0	28	31	16	75
Project kick-off meeting		2	5	2	9
Data Collection		1	3	1	5
Biweekly client check-in meetings		10	15	5	30
Weekly internal meetings & project management		15	8	8	31
Phase 2 : Baselining	1	25	65	28	119
Current state assessment of fleet		3	20	8	31
GHG Emissions Analysis		2	5	5	12
Internal Stakeholder Engagement		15	15	1	31
Vehicle Market Scan & Technology Review		1	15	10	26
Deliverable 1: Preliminary report	1	4	10	4	19
Phase 3: Transition Scenarios	1	15	61	20	97
ZEV Transition Scenarios		8	35	10	53
Scenario Financial Analysis and GHG Emissions Reductions		4	20	8	32
Interim Presentation on Green Fleet Scenarios	1	2	3	1	7
Consultation session with Climate Change Team		1	3	1	5
Phase 4: Transition Recommendations	6	38	41	21	106
Additional Strategies (smart charging, OCPP, vehicle sharing, etc.)	2	8	8	4	22
Final Transition Planning Recommendations		5	8	6	19
Deliverable 2 : Final report	3	10	15	10	38
Presentation to the Council	1	15	10	1	27

# 3.4 PROPOSED SCHEDULE

The proposed schedule is presented below. This schedule will see the completion of this Green Municipal Fleet Study in 19 weeks, including dedicated time for the City's project team to review and provide feedback to the deliverables. It should be noted that the WSP team has the resources to initiate the project as early as April 1<sup>st</sup>, if required by the City.



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D Deliverable R Review

# 4 VALUE ADD

City's Involvment

Below is a list of **added value already included in our methodology and fee proposal**, that we believe would greatly benefit the City of Temiskaming Shores in its endeavours to reduce corporate fleet emissions.

### DEMONSTRATED TOOLS AND IMPLEMENTATION PLANNING

Our internal **Green Fleet Modelling Tool**, which can be aligned with corporate emissions reduction targets and appetite for change, the **Market Scan Database** that feeds into this tool, and the resulting **GHG Reduction and Cost Analysis outputs** have been developed over multiple years, working with private and public stakeholders. WSP is proud to have perfected its tools to offer an applicable, concrete plan that will provide the City of Temiskaming Shores with concrete results.



### **POTENTIAL FUNDING SOURCES**

As part of the *final recommendation*, grant, funding and financing opportunities will be reviewed to inform a strategy for both the vehicle procurement, as well as dedicated charging infrastructure investment. This summary of the **available funding and potential financing sources** will help the City understand the possible funding streams available, such as those from FCM capital funding, Transport Canada's iZEV and iMHZEV programs, and additional alternative funding sources to leverage.

#### INTERNATIONAL BEST PRACTICES SUPPORT

While our core team is based in Canada, WSP's knowledge and power is present at an international scale. Our project team will be in contact with **international subject matter experts**, when and if required, to ensure the **best solution and tailored transition plan** is presented to the City of Temiskaming Shores. This international network allows WSP to be at the forefront of new technologies and provide the most up-to-date recommendations through our updated market and technology scan.

# **5 POTENTIAL NEXT STEPS**

To remain competitive, WSP is providing a proposal based on the requirements from the RFP (with the inclusion of the **Value Add – Section 4**). However, through our diverse project experience, WSP realized the importance of adopting a holistic approach when implementing corporate fleet transition projects. WSP is proud to offer additional services to continue to support the City of Temiskaming in its fleet transition journey. These additional services would be discussed with the City's project team for an additional fee, and could include:

- Site Analysis
  - Site Capacity Analysis: Once the transition plan is completed, WSP may help identify the capacity required at each site to accommodate the electric vehicles and their charging infrastructure. This will help understand the additional service required (if any). By analyzing the service requirements to support the fleet transition, WSP will be able to understand the capacity required by the selected location to ensure operations continuity and engage in discussions with the utility company.
  - Electrical Designs for Facility Locations: Following the identification of the potential charging location for the City's fleet, WSP will provide high-level site plans for the installation of the chargers at the different locations. Those plans will highlight the different proposed locations, the number of charging infrastructure, the number of charging ports, as well as the year those chargers should be in service. Those plans will serve as a basis for future design and construction work for implementing the chargers.
- Telematics Integration
  - Integration support and recommendations: WSP has experience working with Fleet Telematics service providers (Geotab, for example), and would be happy to support the integration of such devices in the City's fleet. The uses of telematics would help the City leverage additional data information, allowing the City to continue to assess the operations of the fleet.
- Public Charging Strategy
  - WSP has experience working with different municipalities to provide recommendations on the deployment of public-facing charging infrastructure, including location, type of infrastructure, measures to ensure equitable access to the public infrastructure, etc. Public EV charging strategies helps Cities support the transition to personal zero-emission vehicles through policy and planning.

# Form of Proposal

Each Proposal should contain the legal name under which the Proponent carries on business, telephone number and email, as well as the name or names of appropriate contact personnel which the City may consult regarding the Proposal. I/We, the undersigned, have carefully examined the attached documents and conditions of the Proposal. 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 Proposal.

We/I hereby offer to enter into an agreement for the services, as required in accordance with the Proposal for a price of (must be CDN funds and without HST):

E	Amount	
Green Municipal Fleet St (exclusive of HST)	\$ 59,718.00	
Acknowledgement of Adder	nda	
I/We have received and allow proposal.	ed for ADDENDA NUMBER1	in preparing my/our
Company Name:	WSP Canada Inc.	
Contact Name (Print):	Micha Gutmanis	
Mailing Address:	25 York Street, Toronto, ON M5J 2V5	
Phone Number:	+1 647-598-0737	
Email Address:	michelle.gutmanis@wsp.com	
Bidder's Authorized Official (Print):	Micha Gutmanis	
Title:	Manager, Sustainable Mobility	
Authorizing Signature:	M. Yulmani	
Date:	20 February, 2025	
Form 1 to be submitted.		

# **Non-Collusion Affidavit**

I/ We <u>WSP Canada Inc.</u> the undersigned am fully informed respecting the preparation and contents of the attached Proposal 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 proposed 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.

Date:	20 Feb 2025
Bidder's Authorized Official:	Micha Gutmanis
Title:	Manager, Sustainable Mobility
Company Name:	WSP Canada Inc.
Authorizing Signature:	M. Gulmani

#### Form 2 to be submitted.

# **Conflict of Interest Declaration**

Please check appropriate response:

X I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Proposal 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 Proposal submission or the contractual obligations under the Agreement.

List Situations:

In making this Proposal 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 RFP process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

	20 Feb 2025				
Date:					
Bidder's Authorized Official:	Micha Gutmanis				
	Manager, Sustainable Mobility				
Title:					
Company Name:	WSP Canada Inc.				
Company Name.					
Authorizing Signature:	M. Gulmani				
5 5					
Form 3 to be submitted.					

City of Temiskaming Shores // RS-RFP-001-2025

# 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.

Date:	20 Feb 2025
Bidder's Authorized Official:	Micha Gutmanis
Title:	Manager, Sustainable Mobility
Company Name:	WSP Canada Inc.
Authorizing Signature:	M. Gulmani S

I, <u>Micha Gutmanis</u>, declare that I, or my company, are <u>in **full** compliance</u> with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

#### OR

I,\_\_\_\_\_\_, declare that I, or my company, are <u>NOT in full compliance</u> 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, please visit: <u>https://www.ontario.ca/page/how-train-your-staff-accessibility</u>.

#### Form 4 to be submitted.

#### FIRE DEPARTMENT ACTIVITY REPORT OFFICE OF THE FIRE CHIEF



March 4<sup>th</sup>, 2025

## EMERGENCY RESPONSES

### Total responses for the period January 30, 2025 – February 26, 2025

Total Emergency Responses (All Stations)	Estimated Dollar Loss	Estimated Dollar Saved
13	Equipment: \$3,500,000 Vehicles: \$65,000 Total: \$3,565,000	Equipment: Undetermined Vehicle: \$100,000

# Station 1 - Incident Response Summary (3 Calls)

- Fire Call, Highway 11 and Dump Road Vehicle Fire.
- Fire Call, Highway 11 South of West Road Vehicle Fire.
- Fire Call, 143 Bruce Street Alarm System Equipment, Accidental Activation.

# Station 2 - Incident Response Summary (8 Calls)

- Fire Call, 330 Broadwood Avenue, Equipment only.
- Fire Call, Highway 11 and Bolger Vehicle, Overheat (no fire).
- Fire Call, 180 Craven Drive Vehicle, Overheat (no fire).
- Fire Call, 245 Shepherdson Road False Alarm, Human Malicious intent, prank.
- 2 Fire Calls, 39 Hessle Avenue False Alarm, Human Malicious intent, prank.
- CO Call, 247 Lakeshore Road N CO Present.
- MVC, Hwy 11 and Radleyhill Road Vehicle Extrication.

# Station 3 - Incident Response Summary (3 Calls)

- Gas Leak, 144 Drive Inn Theatre Road Natural Gas.
- MVC, Hwy 11 and Maybrook Road Vehicle Collision.
- MVC, Hwy 11 and Radleyhill Road Vehicle Extrication.

# Total responses this year to date,

Total Emergency Responses (All Stations)	Estimated Dollar Loss	Estimated Dollar Saved
24	\$3,565,000	\$100,000

# FIRE PREVENTION DIVISION

**Fire safety inspections** conducted for the period of January 30, 2025 – February 26, 2025, by reason included the following:

Request	Complaint	Routine	Licensing	Follow- up	Annual	Burning Permits	Total Inspections
4	3	12		1	1		21

Total Inspections year to date 2025 – 32

# Public Education/Events

- CJTT monthly morning chat, Daylight Saving March 9, 2025, 0200hrs (Smoke and CO alarms, Open Air Burning)
- Fire safety information via social media, CJTT, and the Speaker. (Cooking Fires)

# **ONGOING INVESTIGATIONS/CHARGES**

Nil

# TRAINING AND EDUCATION

- Station 1 First Aid recertification.
- Station 2 Ropes and Knots.
- Station 3 Fire dynamic and ventilation.

# **MAINTENANCE**

- Regular maintenance.
- Truck annuals have started, 9 and 11.

# **NEW BUSINESS**

Nil



Protection to Persons and Property 002-2025-PPP

# <u>Memo</u>

То:	Mayor and Council
From:	Steve Langford, Fire Chief
Date:	March 4, 2025
Subject:	2024 Fire Department Annual Report
Attachments:	Appendix 1 – 2024 Annual Report

Mayor and Council:

By-law No. 2005-001 as amended, being a by-law to establish, govern and regulate the Temiskaming Shores Fire Department requires the Fire Chief to prepare and present the Annual Report for the Fire Department to Council.

Please find attached for information purposes the 2024 Fire Department Annual Report.

The Annual Report is a summary of Fire Department activities for 2024 including emergency responses, fire safety inspection, public education session, and training sessions.

The Annual Report also serves as a reminder of the important role our Volunteer Firefighters play in the community.

Prepared by:

Steve hangford

Reviewed and submitted for Council's consideration by:

Steve Langford Fire Chief "Original signed by"

Sandra Lee City Manager

#### TEMISKAMING SHORES FIRE DEPARTMENT 2024 ANNUAL REPORT OFFICE OF THE FIRE CHIEF



#### EMERGENCY RESPONSE SUMMARY

#### Total responses for the period January 1, 2024 to December 31, 2024

Total Emergency Responses (All Stations)	Total Volunteer Hours	Estimated Dollar Loss	Estimated Dollar Saved
158	2,614	Structure - \$4,860,000 Vehicle/Other - \$132,000 Total - \$4,992,000	\$ 2,075.000

Dollar Loss Comparison: 2021 - \$3,238,000, 2022 - \$3,021,900, 2023 - \$486,500

#### **Call Locations**

Temiskaming Shores – 136 Harris Township – 8 (Fire Protection Agreement) Cobalt – 1 (Mutual Aid) Coleman Township – 3 (2 Mutual Aid, Vehicle Extrication) Harley Township – 6 (3 Vehicle Extrication, 1 Rescue no action required, 2 Call cancelled on route) Hudson – 1 (Rescue no action required) Firstbrook Township – 1 (CO Present) Lorrain Valley – 1 (Assisting Other FD)

#### Station 1 - Incident Response Summary (60 Calls)

- 2 Fire
- 2 Overheat, no fire
- 2 Open Air Burning unauthorized
- 1 Authorized controlled burning complaint
- 4 No Loss Outdoor Fire
- 12 Alarm System Equipment Malfunction
- 3 Alarm System Equipment Accidental Activation
- 1 Human Accidental Alarm Activation
- 3 Other False Fire Call
- 2 CO False Alarm Equipment Malfunction
- 5 CO Incident, CO Present
- 4 Gas Leak Natural Gas
- 1 Gas Leak Refrigeration
- 3 Gas Leak Miscellaneous
- 3 Other Cooking/toast/smoke/steam (no fire)
- 1 Power Lines Down, Arcing
- 1 Vehicle Extrication
- 1– Public Hazard False Alarm

### 2024 ANNUAL REPORT

- 4 Assisting Other FD Mutual Aid
- 1 Incident Not Found
- 2 Call cancelled on route
- 2 Other Response

#### Station 2 - Incident Response Summary (55 Calls)

- 8 Fire
- 2 Overheat (no fire, e.g. engines, mechanical devices)
- 6 Open Air Burning Unauthorized
- 1 No Loss Outdoor fire
- 1 Other pre fire condition (no fire)
- 7 Alarm System Equipment Malfunction
- 3 Alarm System Equipment Accidental Activation
- 3 Human Accidental Alarm Activation
- 1 Human Perceived Emergency
- 1 Human Malicious Intent, Prank
- 2 Other False Fire Call
- 2 CO Incident, CO Present
- 5 CO False Alarm Equipment Malfunction
- 3 Gas Leak Natural Gas
- 1 Spill Gasoline
- 1 Power Lines Down, Arcing
- 1 Vehicle Collision
- 1 Water Rescue
- 5 Call Cancelled on Route
- 1 Other Response

#### Station 3 - Incident Response Summary (43 Calls)

- 5 Fire
- 2 No Loss Outdoor fire
- 1 Alarm System Equipment Malfunction
- 2 Alarm System Equipment Accidental activation
- 2 Human Malicious intent, prank
- 4 Human Accidental Alarm Activation
- 2 Other Cooking/toasting/smoke/steam (no fire)
- 1 Other False Fire Call
- 2 CO Incident, CO Present
- 1 CO False Alarm Equipment Malfunction
- 3 Gas Leak Natural Gas
- 1 Gas Leak Propane
- 2 Power Lines Down Arcing
- 4 Vehicle Extrication
- 3 Vehicle Collision
- 2 Rescue no action required
- 2 Other Rescue
- 4 Call cancelled on route

### **2024 ANNUAL REPORT**

#### FIRE PREVENTION

#### Fire safety inspections conducted for the period of January 1, 2024 – December 31, 2024

Request	Complaint	Routine	Licensing	Follow-up	Annual	Burning Permits	Total Inspections
74	34	88	1	13	58	176	444

Note: 4 inspections were conducted in Harris Twp.

#### Open Air Burning Permits issued for the period of January 1, 2024 – December 31, 2024

- 148 new permits were issued.
- 954 permits in total.

Public Education Sessions conducted for the period of January 1, 2024 – December 31, 2024

- 9 CJTT morning chats.
- 15 Fire Safety Presentations
- 10 Public Events

#### Charges for the period of January 1, 2024 – December 31, 2024

• 3 – False Alarm Charges

#### TRAINING AND EDUCATION

#### Total training sessions for the period January 1, 2024 to December 31, 2024

Total Training Sessions (All Stations)	Total Instructor Hours
87	120hrs

Total Training Sessions (All Stations)	Total Volunteer Hours
87	2005hrs

Total Station Meetings (All Stations)	Total Volunteer Hours
22	408hrs

#### 2024 ANNUAL REPORT

#### FIREFIGHTER 2024 SERVICE AWARDS

lan Laferriere – 10 years

Perry Beaudoin – 20 year Fire Service Exemplary Service Medal

Donald Desjardins – 25 year Fire Service Long Service Medal

Debra St. Louis – 25 year Fire Service Long Service Medal

Rod M<sup>c</sup>Nair – 45 years



# Memo

То:	Mayor and Council
From:	James Franks, Economic Development Officer
Date:	March 4, 2024
Subject:	Economic Development Update: January to mid February 2025

Mayor and Council:

I am pleased to provide the following update for the Economic Development Department.

### Administration

- Held quarterly Temiskaming Shores Development Corporation (TSDC) meeting on January 13th to review the draft Community Economic Development Fund. Program will be revised from the board recommendations and brought back to the next meeting on March 31.
- Assisted with a Ministry of Rural Affairs tour with the Parliamentary Assistant
- Funding training on Skills Development Fund and Féderation des gens d'affaires francophone de l'Ontario
- Met with CTV to discuss advertising program for 2025 to support local events and tourism.
- Participated in the Economic Developers Council of Ontario conference in Toronto from Feb 4 -7.

# Agriculture

- Coordinated a Farmer's Market and Agri-food producer discussion with stakeholders from across northeastern Ontario. This was the first time that many of the participants had met each other. A follow up meeting is scheduled for later this week to discuss next steps and how the organizations can work together to grow the pie for all.

# **Commercial / Industrial**

- Reviewed the six Starter Company Plus pitches from area entrepreneurs and judged the business plans. All six participating companies were supported with a \$5,000 grant through Enterprise Temiskaming.
- Working with Northern Ontario Angels to host an awareness and possibly a pitch event in Temiskaming Shores on May 21, 2025. The idea is to find potential



investors in our community who may wish to support entrepreneurs with capital and mentorship.

- Attended New Liskeard BIA AGM and planning meetings. The board is considering changes to operations and even budgets for upcoming years.
- Met with GEM Sewing to discuss ideas for manufacturing growth and the availability of labour
- Working with purchaser of the Haileybury Mall to get site operational and fill with new tenants. So far, a commercial kitchen for Timiskaming Child Care and a dental office are proposed.
- Review Step Forward Entrepreneur Program applications for Innovation Initiatives Ontario Northeast (iiON). I sit on the review committee for projects covering Nipissing, Timiskaming, Muskoka and Parry Sound.

#### Education

- Working with Northern College on the planning for Inspiring Collaboration training event scheduled for May 22.
- Promoting the Sustainable Northern Ontario Economic Development program through Laurentian University
- Sharing information about the Northern Policy Institute's State of the North event scheduled April 3<sup>rd</sup> in Toronto.

#### Forestry

- Working with stakeholders to set up a meeting during spring break-up to discuss how we can support the sector

#### Housing

- Continuing to work with developers on projects that have been sitting to try to encourage them to move forward and therefore reduce the waiting lists for apartments.

#### **Immigration / Workforce**

- Continue to work with One Light Diversity Centre to ensure that the programming offered is valuable to new community members. Working with the board to ensure the program has good governance and reporting procedures.
- Attended the Labour Market Planning meeting with the Far Northeast Training Board to look at the most current statistics related to workforce development & training needs.



#### **Liveable Community**

- Developed a request for proposal for catering for the Building Ties event on April 24<sup>th</sup>. This event is to be held at Riverside Place and discuss the water quality of Lake Temiskaming. Planning meetings for the event are ongoing, now bi-weekly.
- Held meeting with United Way Northeastern Ontario to see how their programs could support our community and area. Will work with them to connect to other agencies and programs that might benefit from the program.

#### Mining

- Weekly meetings to discuss the Northern Ontario Mining Showcase program at PDAC and CIM.
- Coordinated a visit to Agrégat's local facility to showcase their research project to reduce mine tailings and energy at mine sites. Joined by FedNor, MineConnect, and Northern College.
- Assisted with the coordination of and attended the funding announcement from FedNor for Wabi Iron & Steel Corp. \$3.25 million toward a total project cost of almost \$15 million. This will purchase new equipment to help Wabi stay competitive in the marketplace.
- Attended MineConnect AGM at College Boreal in Sudbury. Connected with several local suppliers as well as the President of the Ontario Mining Association and the Minister of Mines from Kazakhstan.

#### Tourism

- Invited to participate in two Destination Northern Ontario Master Planning sessions.
- Worked with the Ministry of Natural Resources for Land Use Permitting for the Devil's Rock Trail system.

Prepared by:

"Original signed by"

James Franks Economic Development Officer



<u>Memo</u>	
То:	Mayor and Council
From:	Stephanie Leveille, Treasurer
Date:	March 4, 2025
Subject:	Treasurer's Statement of Remuneration
Attachments:	Treasurer's Statement of Remuneration - 2024

Section 284 (1) of the *Municipal Act, S.O. 2001*, requires that in each year, on or before March 31<sup>st</sup>, the Treasurer provide Council with the Statement of Remuneration and Expenses paid in the previous year to:

- (a) "each member of council in respect of his or her services as a member of the council or any other body, including a local board, to which the member has been appointed by council or on which the member holds office by virtue of being a member of Council;
- (b) each member of council in respect of his or her services as an officer or employee of the municipality or other body described in clause (a); and
- (c) each person, other than a member of council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body."

Furthermore, subsection 284 (2) of the Act requires that the By-law under which the remuneration or expenses were authorized to be paid be identified. The Remuneration and Expenses of Council are authorized under By-law No. 2018-140 *Municipal Business Travel and Expense Policy for the City of Temiskaming Shores* as well as the annual budget process.

It is recommended that the memo and report titled Treasurer's Statement of Remuneration – 2024 be received for information purposes.

Prepared by:	Reviewed by:	Reviewed and submitted for Council's consideration by:
"Original signed by"	"Original signed by"	"Original signed by"
Stephanie Leveille Treasurer	Shelly Zubyck Director of Corporate Services	Sandra Lee City Manager



#### **TREASURER'S STATEMENT OF REMUNERATION - 2024**

#### **CITY OF TEMISKAMING SHORES**

NAME	POSITION	RE	MUNERATION	0\	/ERHEAD	CC	ONFERENCE/ TRAVEL	TOTAL
Laferriere, Jeff	Mayor	\$	32,400.08	\$	2,351.52	\$	5,418.14	\$ 40,169.74
Dawson, Dan	Councillor	\$	2,489.21	\$	156.81	\$	-	\$ 2,646.02
Ducharme, Melanie	Councillor	\$	14,579.96	\$	943.60	\$	1,532.03	\$ 17,055.59
Foley, Jesse	Councillor	\$	10,661.53	\$	682.09	\$	-	\$ 11,343.62
Graydon, Ian	Councillor	\$	13,999.96	\$	897.78	\$	-	\$ 14,897.74
Pelletier-Lavigne, Nadia	Councillor	\$	14,399.96	\$	929.38	\$	378.42	\$ 15,707.76
Whalen ,Danny	Councillor	\$	13,999.96	\$	897.78	\$	-	\$ 14,897.74
Wilson, Mark	Councillor	\$	14,599.96	\$	945.18	\$	935.34	\$ 16,480.48
		\$	117,130.62	\$	7,804.14	\$	8,263.93	\$ 133,198.69

#### **TIMISKAMING HEALTH UNIT**

NAME	POSITION	REM	JNERATION	Т	RAVEL	TOTAL
Laferriere, Jeff	Mayor	\$	1,520.00	\$	10.98	\$ 1,530.98
Foley, Jesse	Councillor	\$	400.00	\$	-	\$ 400.00
Wilson, Mark	Councillor	\$	560.00	\$	111.02	\$ 671.02
		\$	2,480.00	\$	122.00	\$ 2,602.00

### DISTRICT TIMISKAMIING SOCIAL SERVICES ADMINISTRATION BOARD

NAME	POSITION	REMU	REMUNERATION		REMUNERATION TRAVEL		RAVEL	TOTAL	
Laferriere, Jeff	Mayor	\$	3,000.00	\$	382.20	\$	3,382.20		
Dawson, Dan	Councillor	\$	250.00	\$	-	\$	250.00		
Foley, Jesse	Councillor	\$	2,250.00	\$	23.40	\$	2,273.40		
		\$	5,500.00	\$	405.60	\$	5,905.60		

#### POLICE SERVICES BOARD

NAME	POSITION	REM	UNERATION	ov	/ERHEAD	CC	NFERENCE/ TRAVEL	TOTAL
Laferriere, Jeff	Mayor	\$	-	\$	-	\$	-	\$ -
Whalen, Danny	Councillor	\$	-	\$	-	\$	-	\$ -
Allaire, Rollie	Appointee	\$	600.00	\$	70.91	\$	-	\$ 670.91
Chartrand, Monique	Appointee	\$	650.00	\$	58.46	\$	-	\$ 708.46
Twarowski, Tyler	Appointee	\$	650.00	\$	77.51	\$	-	\$ 727.51
		\$	1,900.00	\$	206.88	\$	-	\$ 2,106.88

#### **OTHER BOARDS**

NAME	Board	REM	UNERATION	EXPENSES	TOTAL
Whalen, Danny	FONOM	\$	18,400.00	\$ 16,254.66	\$ 34,654.66
Whalen, Danny	AMO	\$	-	\$-	\$ -
Wilson, Mark	AMO	\$	1,771.50	\$ 6,335.02	\$ 8,106.52
		\$	20,171.50	\$ 22,589.68	\$ 42,761.18

i Levulle

Stephanie Leveille Treasurer



City of Temiskaming Shores Administrative Report

Subject:	Temiskaming Shores Development Corporation Operating Agreement	Report No.:	CS-005-2025
		Agenda Date:	March 4, 2025

### Attachments

**Appendix 01:** Draft Operating Agreement with TSDC

#### **Recommendations**

It is recommended:

- 1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-005-2025; and
- 2. That Council directs staff to prepare the necessary by-law to enter into an operating agreement with the Temiskaming Shores Development Corporation for a five (5) year term, for consideration at the March 18, 2025 Regular Meeting of Council.

#### **Background**

The Temiskaming Shores Development Corporation was created in 2018. Since that time, an operating agreement between the Corporation and the City has not been formally adopted.

#### <u>Analysis</u>

Similarly to other organizations, Staff is recommending an Operating Agreement be entered into between the City and the Temiskaming Shores Development Corporation for a period of five (5) years.

The agreement outlines the roles and responsibilities of each party. The intent of the agreement is to ensure that the parties are working together for the common goal of improving the economic vitality of our community.

The coordinated approach to the delivery of economic development services will complement and support, while not duplicating, the efforts of the City's economic development staff.

Attached as Appendix 1 is the draft agreement for Council's consideration.

The draft operating agreement was presented to the Temiskaming Shores Development Corporation for their review and consideration on September 11, 2024. No amendments were recommended.



#### **Relevant Policy / Legislation / City By-Law**

• Municipal Act, 2001

### **Consultation / Communication**

• Consultation with the Temiskaming Shores Development Corporation.

# Financial / Staffing Implications

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

### **Alternatives**

No alternatives were considered.

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck Director of Corporate Services

Sandra Lee City Manager

# The Corporation of the City of Temiskaming Shores By-law No. 2025-000

### Being a by-law to enter into an operating agreement with the Temiskaming Shores Development Corporation for a five year term

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

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

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

**Whereas** Council considered Administrative Report No. CS-005-2025 at the March 4, 2025 Committee of the Whole meeting, and directed staff to prepare the necessary bylaw to enter into a five year operating agreement with the Temiskaming Shores Development Corporation, for consideration at the March 18, 2025 Regular Council meeting.

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

- 1. That the Mayor and Clerk are hereby authorized to execute the operating agreement with the Temiskaming Shores Development Corporation for a five (5) year term, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
- 2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 18<sup>th</sup> day of March 2025.

Mayor

Clerk



Schedule "A" to

# By-law 2025-000

**Operating Agreement** 

between

The Corporation of The City of Temiskaming Shores

and

**Temiskaming Shores Development Corporation** 

### This Operating Agreement made this 18<sup>th</sup> day of March, 2025.

Between:

### The Corporation of The City of Temiskaming Shores

Hereinafter called the "City"

of the First Part

#### AND

#### Temiskaming Shores Development Corporation

#### Hereinafter called the "TSDC"

of the Second Part

**Whereas** the City is a municipal corporation duly incorporated pursuant to the laws of the Province of Ontario; and

**Whereas** the TSDC is a corporation without share capital duly incorporated pursuant to the laws of the Province of Ontario; and

Whereas the primary purpose of the TSDC is to promote community economic development with the co-operation and participation of the City, investors and private sector partners as appropriate to maximize the value of current and future City owned assets with the focus on growing and developing the City. In addition, the TSDC will act as a catalyst for operational excellence as well as provide advice, inform and make recommendations to the City, as owner, on matters and opportunities pertaining to the operations of the TSDC and affiliated subsidiaries.

Additionally, the TSDC is to create a supportive environment for long-term economic and community growth and to foster municipal innovation to help make the City of Temiskaming Shores an attractive place to invest and do business.

The objects of the TSDC are more particularly stated herein.

**Whereas** the parties wish to establish the terms and conditions of their respective obligations with respect to the operation of the TSDC, including but not limited to the joint use of certain facilities and services.

Therefore, in consideration of the mutual covenants herein contained, the parties agree as follows:

### **Section 1: Corporate Status and Governance**

- 1.1 The TSDC agrees that:
  - a) It shall not amend its Letters Patent without the express written consent of the City;
  - b) The TSDC's board of directors shall always include the City's Mayor, two (2) City Councillors and the City Manager or designate (collectively herein the "City's Representatives");
  - c) That the maximum number of directors including the City Representatives shall not exceed 13.
  - d) Membership shall be as follows:
    - i. Chamber of Commerce Representative
    - ii. Temiskaming Development Fund Corporation
    - iii. South Temiskaming Community Futures Development Corporation
    - iv. Northern Ontario Farm Innovation Alliance
    - v. Timiskaming First Nation
    - vi. Three (3) Community Representatives
  - e) No member shall be an elected official of any other municipality.
  - f) All directors shall be approved by City Council.
  - g) The Economic Development Officer will attend meetings as ex-officio member of the TSDC board without voting rights; and
  - h) The TSDC will not establish other corporations or subsidiaries without the express written consent of the City.

# Section 2: TSDC Services

- 2.1 The TSDC, in fulfilling its objects as set out in its Letters Patent shall provide, from time to time, as a minimum and as circumstance may require the following services:
  - a) Act as the primary economic development organization in the City for the attraction of investment to the Community;
  - b) Support existing and emerging business development opportunities;
  - c) Develop and implement strategies that support long-term economic development activities;
  - d) Support business retention and expansion activities;
  - e) Market and promote the City for business and investment opportunities in an effective, responsible, and efficient manner;
  - f) Promote available commercial and industrial property, both public and private for sale, lease or development for the benefit and growth of the Community and region.

- g) Identify, source and promote funding opportunities from both government and private sectors;
- h) Advocate for regional business concerns and opportunities in coordination with the City; and
- i) Liaise with Federal and Provincial development agencies, educational institutions, employment agencies, and community partners.

# **Section 3: TSDC Responsibilities**

- 3.1 The TSDC covenants and agrees that it will:
  - a) Have a fiscal year ending December 31<sup>st</sup>;
  - b) Develop an annual operating budget, and a capital plan as appropriate. The TSDC will follow the City's timelines and formats where necessary;
  - c) Develop and implement corporate policies, procedures and support services to ensure the TSDC can carry-out its operation in an effective, responsible, and efficient manner;
  - d) Provide input to the City in the development of its strategic plans in order to effectively position the City as a preferred development location;
  - e) Within 120 days of year-end the TSDC submit an annual report outlining the prior year's performance, financial performance, and operational, business development and marketing activities of the TSDC;
  - f) Pursue various funding sources from both government and private sectors;
  - g) Pursue strategic partnerships and other investment opportunities for the purposes of leveraging the annual funding provided by the City; and
  - b) Utilize financial or operating structures for investment in economic development activities that may include, but are not limited to, the following; partnership agreements, joint venture, land and building purchases, rental agreements, and equity investments in private and public sector projects and opportunities.

# Section 4: TSDC Measurements of Success

- 4.1 The TSDC will be expected to develop and report annually on metrics relevant to the City's mandate and goals. They may include, but are not limited to, the following:
  - a) Job creation and retention from new growth and expansion projects;
  - b) Investment attraction (i.e. new buildings, equipment, grants, quality jobs, expanded services, land purchases and sales, new company relocations, etc.);
  - c) New business development; (i.e. business openings, new and expanded services, partnership agreements, building applications);
  - d) New tax assessment; and
  - e) Business support initiatives.

# Section 5: City Responsibilities to the TSDC

- 5.1 The City covenants and agrees it will:
  - Provide core funding to the TSDC as approved annually by City Council through the City's established budgeting process, the timing and requirements of which will be communicated to the TSDC;
  - b) Provide office space in a City owned facility along with equipment, furniture, fixtures, supplies and other materials. The City, at its discretion, may determine what is necessary and appropriate in the circumstances;
  - c) Appoint City representatives as board members as required under the bylaws of the TSDC and as permitted by this agreement;
  - Approve the final appointment of all board members, upon the recommendation of the TSDC. The City reserves the right to remove any member at its sole discretion;
  - e) Subject to any confidentiality or non-disclosure agreement that a proponent may require the City to enter into, the City will share all relevant business expansion opportunities with the TSDC chair(s), who will then engage the TSDC board or appropriate members of the TSDC board to support the efforts as required;
  - Procure and maintain adequate insurance coverage including Director's Liability Insurance. However, it is expected that when the TSDC is selfsustaining it shall obtain its own insurance policy;
  - g) The following corporate support services will be provided:
    - i. Legal
    - ii. Financial, including but not limited to payroll administration, banking, accounting, reporting for government programs, internal audit services;
    - iii. Building services;
    - iv. Purchasing services;
    - v. Human Resource services;
    - vi. Communication and Information Technology; and
    - vii. Clerical services

# Section 6: Staffing

- 6.1 The City and the TSDC agree that:
  - a) The City's Economic Development staff will support the TSDC board goals, mandate and initiative as reasonably required by the TSDC and approved by the City in its sole discretion;
  - b) The City will provide staff resources as required to support investment attraction initiatives of the TSDC; and
  - c) The TSDC recognizes that the Economic Development Staff are, and will remain, City employees.

# Section 7: Accountability, Reporting, Records, Audits and Financials

- a) The TSDC will be responsible and accountable to the Council of the City;
- b) The TSDC agrees to provide the City with the annual report and financial statements within 120 business days of the fiscal year end of the TSDC. The annual report shall highlight the year to date activities, operations and performance of the TSDC;
- c) The TSDC agrees to provide to the City audited financial statements, the costs of which shall be borne by the TSDC by an auditor selected by the City;
- d) The annual report shall contain details of the services contemplated by this agreement, performance measures for evaluation purposes, financial summaries and other sufficient information to enable the City to give reasonable consideration of the TSDC's performance;
- e) The TSDC will retain all financial and non-financial records, including but not limited to all records relating to its operations operation, agendas and minutes;
- f) The TSDC shall keep separate financial records for all amounts incurred, claimed, paid and received, and shall retain and preserve all documents, contracts, records, claims and accounts that relate thereto for a minimum period as specified by the City's Record Retention By-law;
- g) In the event of termination of this agreement the TSDC agrees that it shall transfer all of its financial and non-financial records to the City at no cost to the City; and
- h) The TSDC shall, upon written request from the City, provide the City any additional records and reports as the City may request from time to time at no cost to the City.

# Section 8: Representation, Warranties and Covenants

- 1.1 TSDC represents warrants and covenants that:
  - a) It validly exists as a legal entity, and will continue to exist for the term of the agreement, with full power to perform and observe all of the terms and conditions of this agreement;
  - b) It has the authority and any necessary approvals to enter into this agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with City's rights under this agreement;
  - c) It is conducting its business in accordance with all requirements of the law and it shall continue to conduct its business in accordance with all requirements of the law; and
  - d) It has or will acquire as may as necessary all permits, approvals, licenses, certificates or other similar documents that are required to carry on its business.

# **Section 9: Governance**

- 9.1 TSDC represents warrants and covenants that it has and shall maintain during the Term of this agreement all legally necessary instruments to:
  - a) Establish and maintain procedures to ensure the ongoing effective functioning and continuance of the TSDC for the term of this agreement;
  - b) Establish and maintain decision-making mechanisms;
  - c) Provide for the prudent and effective management of the TSDC and related operations;
  - d) Establish procedures to enable the timely identification of risks that would interfere with the TSDC meeting its obligation under this Agreement and strategies and solutions to address the identified risks and the TSDC shall notify the City immediately of such risks, strategies and solutions;
  - e) Establish procedures to enable the preparation and delivery of all reports and financial statement under this Agreement; and
  - f) Be responsible for other matters as the TSDC considers necessary to ensure that the TSDC carries out its obligations under this Agreement.
- 9.2 The TSDC may adopt existing City by-laws, policies or procedures if applicable (herein after the "Policies") and as such polices may be implemented from time to time. The said policies shall be read with such changes as may be reasonably required to apply to the TSDC.

# Section 10: Indemnification

10.1 The Parties shall each indemnify and save harmless the other from and against all claims, losses, damage, judgements, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted and are based upon, occasioned by or attributed to any bodily injury to or death of a person or damage to or a loss of property caused by any negligent act or omission on the party of the indemnifying party, its officers, employees, students, agents or volunteers arising out of this agreement.

# **Section 11: Dispute Resolution**

- 11.1 In the event that any claim, dispute or other matter (herein referred to as a "dispute") shall arise between the parties during the term of the agreement, the following process shall apply:
  - a) Level I: The dispute shall be referred initially by the party raising the dispute to the other party in writing. For the purposes of this level, the initial reference of the dispute shall be to the level of the City Manager for the City and the Chair of the TSDC for the TSDC. In the event that the dispute cannot be resolved within ten (10) business days, the dispute shall escalate to a Level II; and

- b) Level II: In the event that this dispute remains unresolved between the parties, it shall be submitted to the City Council by the City Manager for the City and the full board of the TSDC for the TSDC for determination. The decision of City Council shall be final and binding.
- 11.2 Each party shall bear their own costs with respect to resolving the dispute.

# Section 12: Term of Agreement

11.1 This agreement shall come into effect as of the date first above written and shall continue in effect for the period of five (5) years unless terminated earlier in accordance with the terms of this agreement. The TSDC and the City shall have the option to renew of a further five (5) year period if mutually agreeable.

# Section 13: Termination of Agreement

- 13.1 Any of the following constitutes events of default, the proof of which to the contrary lies upon the TSDC;
  - a) The TSDC is in breach of the performance of, or in compliance with, any term, condition, or obligation on its part to be observed or performed as contemplated under this agreement;
  - b) The TSDC becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statue from time to time being enforced relating to bankrupt or insolvent debtors;
  - c) An order is made or resolution is passed for the winding up or for the dissolution of the TSDC or it is dissolved;
  - d) The TSDC ceases as a bona fide operation for a period of 30 business days; and
  - e) The TSDC knowingly submitted false or misleading information to the City.
- 13.2 If a Default as specified in a) occurs and the TSDC does not remedy the default within such a period as the City allows in written notice, or in any event of default as provided in b), c), d), or e) occurs, the City may terminate this Agreement upon 30 business days' written notice.
- 13.3 Such termination shall be without prejudice to any other legal or equitable remedy otherwise available to the City upon such breach or failure.
- 13.4 If the City has provided the TSDC with an opportunity to remedy the event of default and:
  - a) The TSDC does not remedy the event of default within the notice period;
  - b) It becomes apparent to the City that the TSDC cannot completely remedy the event of default within the notice period; or

- c) The TSDC is not proceeding to remedy the event of default in a way that is satisfactory to the City,
- 13.5 The City may extend the Notice Period.
- 13.6 Either party may terminate the Agreement at any time upon giving at least one hundred and twenty (120) days written notice to the other party without reason or cause and without liability, cost or penalty.

# **Section 14: Notices**

- 14.1 Where in this agreement any notice, request, direction or other communication is required to be given by any party, it shall be in writing and is effective if delivered in person, sent by ordinary or registered mail or e-mail, addressed to the other party of whom it is intended at the following addresses, and any notice shall be deemed to have been given:
  - a) If delivered personally, on the date of such delivery;
  - b) If by ordinary mail, on the 5<sup>th</sup> business day following the date of mailing;
  - c) If by registered mail, on the date the postal receipt is acknowledged by the either party; and
  - d) If by e-mail, when transmitted (if received before 4:30 pm local time at the recipient's office or failing which the next business day.)

In this agreement the term "business day" means Monday through Friday excluding any City recognized statutory holiday.

Any notices intended for the City shall be delivered addressed to:

The Corporation of the City of Temiskaming Shores 325 Farr Drive, P.O. Box 2050 Haileybury, ON P0J 1K0 Canada Attention: Municipal Clerk Email: Ilbelanger@temiskmaingshores.ca

Any notices intended for the TSDC shall be delivered addressed to:

Temiskaming Shores Development Corporation 325 Farr Drive, P.O. Box 2050 Haileybury, ON P0J 1K0 Canada Attention: Chair - TSDC Email: <u>TSDC@temiskamingshores.ca</u>

# **Section 15: Waiver of Breaches**

15.1 In the event of a breach of any provision in this agreement by one party, no action or failure to act by the other party shall constitute a waiver of any such right or duty afforded by that party under this agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in such breach, except as may be specifically agreed to in writing by the party that is not in breach.

# Section 16: No Partnership

16.1 Nothing in this agreement shall be read or construed as creating any agency employment relationship, partnership, principal-agent, or other joint ventures between the parties.

# Section 17: No Assignment

17.1 The TSDC will not assign this agreement, or any part thereof, without the prior written approval of the City, which approval may be withheld by the City in its sole discretion or may be given subject to such terms and conditions as the City may impose.

# **Section 18: Entire Agreement**

18.1 This agreement embodies the entire agreement and supersedes any other understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution.

# Section 19: Interpretation

19. 1This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and Federal laws of Canada as applicable.

# Section 20: Successors

20.1 This agreement shall inure to the benefit of and be binding upon the parties, their respective successors and permitted assigns.

# Section 21: Severability of Provisions

21.1 If any of the provision of this agreement are to be found illegal or invalid, such illegality or invalidity shall not render the whole agreement illegal or invalid, but the agreement shall be construed as if it did not contain the illegal or invalid provision (s), and the rights and obligation of the parties shall be construed and enforced accordingly.

# Section 22: No Amendment

22.1 This agreement may only be changed or amended in writing dually executed by the duly authorized representatives of both parties.

## Section 23: Force Majeure

- 23.1 Force Majeure means an event that:
  - a) is beyond the reasonable control of a party; and
  - b) makes a party's performance of its obligation under this agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.
- 23.2 Force Majeure includes:
  - a) Infectious diseases, war, riots, and civil disorder;
  - b) storm, flood, earthquake and other severely adverse weather conditions;
  - c) lawful act by a public authority; and
  - d) strikes, lockouts and other labour actions.
- 23.3 Force Majeure shall not include:
  - a) any event that is caused by the negligence or intentional action of a party or such party's agents or employees; or
  - b) any event that is a diligent party could reasonable have been expected to:
  - (i) take into account at the time of the execution of the agreement; and
  - (ii) avoid or overcome in the carrying out of its obligation under the agreement.
- 23.4 The failure of either party to fulfill any of its obligations under the agreement shall not be considered to be a breach of, or event of default under, the agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the party affected by such any event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the agreement.

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

Signed and Sealed in the presence of	) )	Temiskaming Shores Development Corporation
		Board Chair
Municipal Seal	) ) ) ) ) )	The Corporation of the City of Temiskaming Shores
		Mayor – Jeff Laferriere Clerk – Logan Belanger



City of Temiskaming Shores Administrative Report

Subject:	Printed Media Distribution By-law	Report No.:	CS-006-2025
		Agenda Date:	March 4, 2025

# Attachments

**Appendix 01:** Draft Printed Media Distribution By-law

# **Recommendations**

It is recommended:

- 1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-006-2025; and
- 2. That Council directs staff to prepare the necessary By-law to regulate the distribution of printed media within the City of Temiskaming Shores for consideration at the March 18, 2025 Regular Council Meeting.

# **Background**

Over the years and up until recently, City staff has received several complaints regarding the method of delivery of printed media, more specifically, the Temiskaming Speaker's Weekender. Complaints range between unwanted printed media in general, the printed media causing damage to equipment that removes snow and the opinion that the printed media is considered litter.

Printed media has been a discussion at the Council level in the past, however, no official solution was implemented.

Currently, the City does not have a By-law in place to address the distribution of printed media.

# <u>Analysis</u>

As a result of the recent complaints and feedback received, Staff researched municipalities who have addressed similar issues with the development and adoption of a By-law regulating the distribution of printed media. Examples include the City of St. Catherines, the City of Welland, the City of Thorold, the City of Mississauga, and the City of London.

Staff also contacted the Town of Cobalt; as they received similar complaints between 2015-2019. In 2020, the Town installed newspaper boxes on various streets and public areas such as Town Hall, bus stops, the arena for residents to pick-up printed media materials.



Staff recommends the adoption of a Media Distribution By-law, to regulate the distribution of printed media (attached as Appendix 01). The by-law imposes obligations on distributors of flyers and newspapers, and requires them to be placed either in a mailbox, mail slot, doorstep or another receptacle designed for flyers and/or newspapers.

Distributors are prohibited from delivering flyers and newspapers to residential properties where an owner/occupant has posted a sign indicating "No Flyers", "No Newspapers", "No Junk Mail" or similar sign. The sign does not have to be in a specific format issued by the municipality; residents may craft their own sign, provided it is visible from the entrance to the property. Where a resident posts a visible sign and delivery occurs, would constitute an offence under the proposed by-law. Enforcement would be complaint driven.

The proposed by-law would mitigate the adverse effects caused by the improper delivery of flyers and newspapers, by minimizing the distribution of unwanted materials and requiring all materials to be delivered to an appropriate location. This would reduce any damage caused to equipment (example, during snow removal), as well as address litter and waste.

# Relevant Policy / Legislation / City By-Law

- Section 2(b) of the Canadian Charter of Rights and Freedom
- The Corporation of the City of Thorold By-law No. 84-2020
- The Corporation of the City of Welland By-law No. 2023-184
- City of St. Catherine By-law No. 2024-073

# **Consultation / Communication**

- Consultation with the Director of Corporate Services
- Communication with the local distributor of printed media

# Financial / Staffing Implications

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

# **Alternatives**

An alternative for Council to consider is entering into an agreement with the local distributor of printed media, to have newspaper boxes within various City locations.



# **Submission**

Prepared by:

Reviewed by:

"Original signed by"

"Original signed by"

Gabriel Tassé By-law Officer/ Building Inspector Shelly Zubyck Director of Corporate Services Reviewed and submitted for Council's consideration by:

"Original signed by"

Sandra Lee City Manager

# The Corporation of the City of Temiskaming Shores By-law No. 2025-000

# Being a by-law to regulate the distribution of printed media

**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** under Section 10 (2) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, authorizes a municipality to pass a By-law respecting the health, safety and well-being of persons and respecting the protection of persons and property including consumer protection; and

**Whereas** under Section 128 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that a local municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of council, are or could become or cause public nuisances; and

**Whereas** Section 425 of the Municipal Act, 2001 provides that the council of a municipality may pass By-laws providing that a person who contravenes a By-law of the municipality passed under the Municipal Act, 2001 is guilty of an offence; and

**Whereas** Section 429 of the Municipal Act, 2001 provides that a municipality may establish a system of fines for offences under a by-law of the municipality passed under the Municipal Act, 2001; and

**Whereas** Council considered Administrative Report No. CS-006-2025 at the March 4, 2025 Committee of the Whole meeting, and directed staff to prepare the necessary bylaw to regulate the distribution of printed media within the City of Temiskaming Shores, for consideration at the March 18, 2025 Regular Council meeting.

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

1. That Council adopts a by-law for the distribution of printed media within the City of Temiskaming Shores, identified as Schedule "A", attached hereto and forming part of this By-law.

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

**Read a first, second and third time and finally passed** this 18<sup>th</sup> day of March 2025.

Mayor
Clerk



Schedule "A" to

# By-law 2025-000

Printed Media Distribution within the City of Temiskaming Shores

# 1. Short Title

1.1. This By-law may be referred to as the "Print Media Distribution By-law".

# 2. Scope and Interpretation

- 2.1. Where the provisions of this By-law conflict with the provision of any other By-law in force in the City, the provision that establishes the higher standard to protect the health, safety and welfare of the general public shall prevail.
- 2.2. In the interpretation and application of the provisions of this By-law, unless otherwise stated to the contrary, the provisions shall be held to be the minimum requirements adopted for the promotion of public health, safety, comfort, convenience and general welfare.

# 3. Definitions

For the purposes of this By-law all words shall have their normal and customary meaning save and expect for those hereinafter defined:

- 3.1. City means The Corporation of the City of Temiskaming Shores.
- 3.2. **Distributor** means any person which distributes, permits to be distributed, or causes to be distributed any Flyer and/or Newspaper.
- 3.3. **Flyer** means any printed or written matter, and includes any circular, leaflet, pamphlet, paper, booklet, postcard, coupon or any other printed or otherwise reproduced matter.
- 3.4. **Newspaper** means any printed material that contains news, articles, features and/or advertising.
- 3.5. **Officer** means a Provincial Offences Officer or Municipal Law Enforcement Officer of the City, or any other person appointed by or under the authority of a City By-law to enforce this By-law.
- 3.6. **Owner** means and includes an owner, lessee or occupant.
- 3.7. **Person** means an owner, individual, corporation or other entity.
- 3.8. **Premises** means the external surface of all buildings and the whole or part of any parcel of real property, including the land immediately adjacent to any building or buildings.
- 3.9. **Residential Property** means property or part thereof used or intended to be used for residential purposes, but does not include the portion of a hotel, motel used for the purpose of lodging the public.

# 4. General Prohibitions

- 4.1 No Distributor shall distribute, deposit or deliver or cause to be distributed, deposited or delivered any Flyer and/ or Newspaper except in accordance with the By-law.
- 4.2 No Owner of a Residential Property shall cause or permit the presence of any Flyer and/ or Newspaper on the said property, except in accordance with this By-law.

# 5. Distribution of Flyers, Newspapers and Unsolicited Print Material

- 5.1 No Distributor shall deliver or cause to be delivered any Flyer and/ or Newspapers on Residential Property other than:
  - a. In a mailbox;
  - b. In a mail slot;
  - c. On a doorstep; or
  - d. In a receptacle designated for this purpose.
- 5.2 No Distributor shall deliver or cause to be delivered any Flyers and/ or Newspapers to a Residential Property where the Flyers and/ or Newspapers have not been taken in for two (2) consecutive weeks.

# 6. Administration, Enforcement and Right of Access

- 6.1 An Officer acting pursuant to this By-law may at all reasonable times, enter upon any land as described in Section 439 of the Municipal Act, 2001, for the purpose of carrying out an inspection to determine whether or not this this By-law is being complied with.
- 6.2 No person shall obstruct or hinder, or attempt to obstruct or hinder, an Officer, in the exercise of a power or the performance of a duty under this By-law.
- 6.3 No person shall refuse to produce any documents or things required by an Officer under Section 6.1 of this By-law, and every person shall assist with entry, inspection, examination or inquiry by an Officer.
- 6.4 No person shall knowingly furnish false information in any form to an Officer with respect to this By-law.
- 6.5 It is herby declared that notwithstanding that any part of this By-law or parts thereof, may be found by any Court of law to be invalid or beyond the power of Council to enact such a section or sections or part thereof shall be deemed to be servable and that all other sections or part of this By-law are separate and independent there from and enacted as such.

# 7. Penalty

- 7.1 Each Person who contravenes any provision of this By-law is guilty of an offence and is liable to a fine, and such other penalties as provided in the Provincial Offences Act and the Municipal Act, 2001.
- 7.2 Where a contravention is committed on or continues for more than one (1) day, the Person who commits the contravention is liable to be convicted for a separate offence for each day on which it is committed or continued.
- 7.3 In addition to Section 7.2, any Person who is charged with an offence under this By-law by the laying of an information under Part III of the Provincial Offences Act and is found guilty of the offence, is subject to the following fines pursuant to Section 429 of the Municipal Act, 2001:
  - 7.3.1 a minimum fine shall not exceed \$500 and a maximum fine shall not exceed \$100,000;
  - 7.3.2 in the case of a continuing offence, for each day or part of a day that the offence continues, a minimum fine shall not exceed \$500, and a maximum fine shall not exceed \$10,000, but the total of all daily fines for the offence is not limited to \$100,000; and
  - 7.3.3 in the case of a multiple offence, for each offence included in the multiple offence the minimum fine shall be \$500 and the maximum fine shall be \$10,000, but the total of all fines for each included offence is not limited to \$100,000.

# 8. Exemptions

- 8.1 This By-law does not apply to:
  - 8.1.1 Addressed mail, including addressed advertising materials;
  - 8.1.2 Any election materials produced in the course of a campaign for elected office including materials from election officials, political parties and/ or electoral candidates;
  - 8.1.3 Newspapers delivered to paid subscribers;
  - 8.1.4 Information circulars and/ or mailings in the public interest from government departments or agencies at the Federal, Provincial and/ or Municipal level.



Subject:	Municipal Transient Accommodation Tax Financial Accountability and Services Agreement	Report No.:	CS-007-2025
		Agenda Date:	March 4, 2025

# Attachments

Appendix 01: Draft Municipal Transient Accommodation Tax Financial Accountability and Services Agreement

# **Recommendations**

It is recommended:

- 1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-007-2025;
- 2. That Council declares the Temiskaming Shores Development Corporation an Eligible Tourism Entity in accordance with Ontario Regulation 435/17; and
- 3. That Council directs staff to prepare the necessary By-law to enter into a Municipal Transient Accommodation Tax Financial Accountability and Services Agreement, with the Temiskaming Shores Development Corporation, for consideration at the March 18, 2025 Regular Council Meeting.

# **Background**

Municipal Transient Accommodation Tax will take effect May 1, 2025.

Legislation requires the Municipality to share a minimum of 50 percent of the tax net revenue collected from the Municipal Transient Accommodation Tax, following deduction of reasonable administrative costs, with an Eligible Tourism Entity (ETE). An ETE is defined as "a non-profit entity whose mandate includes the promotion of tourism in Ontario or in a municipality". As such, staff is recommending entering into an agreement with the Temiskaming Shores Development Corporation.

# <u>Analysis</u>

The agreement outlines key elements, including roles and activities of both the City and the Development Corporation, reporting structure, division of revenue, payment terms, repayment provisions on any reserve withdrawals over the five-year agreement term, and



termination conditions. The agreement allows for ongoing conversations between parties to facilitate the most successful outcome, without duplication of work.

To remain transparent and accountable, the agreement outlines the requirement for public reporting on the use of the funds.

The draft agreement is attached as Appendix 1.

# Relevant Policy / Legislation / City By-Law

• Municipal Act, 2001

# **Consultation / Communication**

- Consultation with the Temiskaming Shores Development Corporation.
- Administrative Report No. CS-004-2025 Municipal Transient Accommodation Tax (February 18, 2025 Regular Council Meeting)

# Financial / Staffing Implications

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

#### **Alternatives**

No alternatives were considered.

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck Director of Corporate Services

Sandra Lee City Manager

# **Corporation of the City of Temiskaming Shores**

# By-law No. 2025-000

# Being a By-law to enter into a Municipal Transient Accommodation Tax Financial Accountability and Services Agreement with the Temiskaming Shores Development Corporation

**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 400. 1 of the Municipal Act, S. O. 2001 c. 25, as amended, provides that Council of a local municipality may pass By-laws imposing a tax in respect of the purchase of transient accommodation within the municipality; and

**Whereas** the Council for the City of Temiskaming Shores has passed By-law No. 2025-019 imposing a Municipal Transient Accommodation Tax pursuant to Section 400.1 of the Act; and

**Whereas** under Section 435.17 of the Municipal Act, 2001, SO 2001 c. 25, as amended, provides that Council of a local municipality may enter into an agreement with an Eligible Tourism Entity for disbursement of a portion of the revenues collected respecting financial accountability; and

**Whereas** Council has designated the Temiskaming Shores Development Corporation an Eligible Tourism Entity (Resolution No. \_\_\_\_\_ at the March 4, 2025 Committee of the Whole meeting; and

**Whereas** Council considered Administrative Report No. CS-006-2025 at the March 4, 2025 Committee of the Whole Meeting, and directed staff to prepare the necessary Bylaw to enter into a Municipal Transient Accommodation Tax Financial Accountability and Services Agreement with the Temiskaming Shores Development Corporation (TSDC), for consideration at the March 18, 2025 Regular Council Meeting.

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

- 1. That Council adopts a by-law to enter into a Municipal Transient Accommodation Tax Financial Accountability and Services Agreement with the Temiskaming Shores Development Corporation, a copy attached hereto as Schedule "A" forming part of this By-law.
- 2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law.

**Read a first, second and third time** and finally passed this 18<sup>th</sup> day of March, 2025.

Mayor
Clerk



# Schedule "A" to

# By-Law No. 2025-000

Municipal Transient Accommodation Tax Financial Accountability and Services Agreement

between

# The Corporation of the City of Temiskaming Shores

and

The Temiskaming Shores Development Corporation

This Agreement made this 18<sup>th</sup> day of March, 2025.

Between:

# The Corporation of The City of Temiskaming Shores

Hereinafter called the "City"

of the First Part

# AND

# Temiskaming Shores Development Corporation

Hereinafter called the "TSDC"

of the Second Part

**Whereas** the City is a municipal corporation duly incorporated pursuant to the laws of the Province of Ontario; and

**Whereas** the TSDC is a corporation without share capital duly incorporated pursuant to the laws of the Province of Ontario; and

**Whereas** the parties wish to establish the terms and conditions of their respective obligations with respect to the Municipal Transient Accommodation Tax Financial Accountability and Services Agreement.

# Therefore, in consideration of the mutual covenants herein contained, the parties agree as follows:

# Section 1: Funding

- 1.1 Fifty percent (50%) of the total MAT collected by the City from Municipal Transient Accommodation Tax will be disbursed to Temiskaming Shores Development Corporation (TSDC) after general administrative costs have been deducted. These include but are not limited to, general expenses to administer the program, such as direct staff salaries or payments made to third parties to administer collection, software, mailing and postage, and auditing of program participants.
- 1.2 All MAT proceeds disbursed by the City to TSDC shall be deposited into a fund controlled by TSDC (the "Fund"). Any distribution of monies from the Fund will be done only in accordance with this Agreement. Both parties agree that the City will remit TSDC's portion of the MAT at the start of each quarter.
- 1.3 City shall not be responsible for any commitment or expenditure by TSDC, nor does this Agreement commit the City to provide any specific quantum of funding or additional funding for the duration of this Agreement.

# Section 2: Eligible Tourism Entity

2.1 The City recognizes TSDC as the City's Eligible Tourism Entity.

# Section 3: Relationship Between the Parties

3.1 To achieve the goal of ensuring the sustainable growth of tourism within the City, a collaborative relationship is required between the parties to this Agreement. To ensure the parties' respective priorities are aligned, and for the optimal use of resources, the parties agree that, in addition to TSDC's annual presentation to the City's Council, the parties shall meet at least once a year, at a mutually agreeable time to review TSDC's annual work plan for the next calendar year and assess its alignment with the City's Tourism Strategy.

# Section 4: Strategy, Objectives, And Outcomes

- 4.1 To assist with the sustainable growth of the tourism sector of the local economy within the Municipality, the Fund shall be used in the pursuit of the following objectives and outcomes:
  - a) Achieving the objectives outlined in the Strategic and Tactical Marketing Plan;
  - b) Increase visitation by the target markets outlined in the Strategic and Tactical Marketing Plan;
  - c) Marketing the Municipality to enhance its national and international profile; and
  - d) Support tourism product development and industry growth in the Municipality.

# Section 5: Financial Accountability

- 5.1 In its capacity as an Eligible Tourism Entity, TSDC shall:
  - a) Maintain, update, and operate in accordance with its incorporation by-laws and governance policies;
  - b) Prepare an annual workplan which establishes priorities and deliverables and an associated operating budget;
  - c) Review and approve all expenditures from the Fund; and
  - d) Hire professionals (i.e., auditors, lawyers) as required to assist in the administration and management of its Fund.
- 5.2 No later than 90 days following the end of each fiscal year, TSDC shall prepare and present an annual report to the City respecting expenditures and initiatives that have received monies from the Fund. At a minimum, the annual report shall provide a review of project, program, business plan accomplishments and an overview of the workplan for the upcoming year(s).
- 5.3 TSDC shall keep separate financial records for the Fund and shall retain and preserve all documents, contracts, records, claims, and accounts that relate thereto for a period of seven (7) years for the Fund.

5.4 TSDC shall undertake an annual audit for the Fund conducted by a certified public accountant.

# Section 6: Indemnification

6.1 TSDC shall indemnify and save harmless the City, its officers, employees, and agents from and against all claims, demands, losses, costs, damages, actions, suits, or other proceedings by whomsoever made, sustained brought or prosecuted, in any manner arising from any willful or negligent act, or attributable to anything done or omitted to be done by TSDC, its directors, officers, employees, or agents arising from or pertaining to the receipt, disposition or refunding of the monies payable to it under this Agreement.

# Section 7: Term, Default And Termination

- 7.1 This Agreement shall be for an initial term of Five (5) years from the date of execution by the Parties. Any renewal term of this Agreement shall be on mutual consent of the Parties.
- 7.2 Both parties may terminate the agreement immediately in the event that the enabling statutory authority for the MAT is repealed or rescinded as to substantially limit or deprive the City of the ability to collect the MAT.
- 7.3 Any party may terminate this Agreement in the event of default by the other party, provided such default has not been remedied within thirty (30) days of receipt of written notice of default.
- 7.4 The following constitute default under the terms of this Agreement, the disproof of which lies upon TSDC:
  - a) TSDC becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being enforced relating to bankrupt or insolvent debtors;
  - b) An order is made, or resolution passed for the winding up or for the surrender of TSDC or it is dissolved;
  - c) TSDC ceases actual bona fide operation for a period of sixty (60) days;
  - d) TSDC has knowingly submitted false and misleading information to the City; Or
  - e) TSDC is in breach of the performance of, or compliance with the terms, conditions, and obligations of this Agreement.
- 7.5 The City shall have the option to terminate this Agreement in its sole discretion at any time upon giving written notice to TSDC not less than ninety (90) days prior to the termination date.

- 7.6 On the termination of this Agreement, or upon any termination of the City's obligation to provide the Funding, TSDC shall prepare interim financial statements, ending as of the date of expiry or termination of the Agreement.
- 7.7 On the termination of this agreement, any unspent Funding received by TSDC shall be returned to the City.

# Section 8: Dispute Resolution

- 8.1 If there is any difference of opinion with respect to the interpretation, application, administration, alleged breach, requirements, procedures, rights, or responsibilities with respect to this Agreement, the parties shall use their best efforts to resolve, mediate, and settle same through consultation and negotiation in good faith prior to commencing legal action.
- 8.2 Where the parties consent to do so, they may elect to engage in formal arbitration to resolve any dispute which has arisen in respect to this Agreement. The cost of the arbitration will be split evenly between both parties.

# Section 9: Suspension Of Payment

9.1 In the event that the City gives TSDC notice of Default, the City shall have no obligation to make further payments under this Agreement following the end of the notice period given to TSDC to remedy the event of default.

#### Section 10: Waiver Of Breach

10.1 In the event of a breach of any provision of this Agreement by one party, no action or failure to act by the other party shall constitute a waiver of any right or duty afforded by that party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any such breach, except as may be specifically agreed in writing.

#### Section 11: Confidentiality

- 11.1 For the purposes of the Municipal Freedom of Information and Protection of Privacy Act, the City's access to information hereunder is subject to TSDC's assertion at all material times that all such documents, contracts, records, claims, and accounts are supplied to the City in confidence.
- 11.2 "Confidential Information" means any confidential or proprietary information disclosed by one Party to the other Party in connection with this Agreement in electronic, written or any other tangible form, including any information disclosed orally, visually or by observation. For the purposes of this Agreement all information disclosed by one Party to the other Party in connection with this Agreement shall

be deemed to be Confidential Information, provided that Confidential Information does not include information:

- a) independently developed by the receiving Party without reference to the Confidential Information of the disclosing Party;
- b) received from a third party without breach of any obligation of confidentiality;
- c) in the public domain at the time of its disclosure or that later becomes publicly available; or to the extent that such information is required to be disclosed by applicable law.
- 11.3 Each Party shall maintain the confidentiality of Confidential Information received from the other Party and shall not disclose such Confidential Information without such other Party's consent. The receiving Party shall treat the Confidential Information of the disclosing Party with the same degree of care as the receiving Party's own Confidential Information but in no event with less than a reasonable degree of care.

# Section 12: Assignment

12.1 TSDC shall not assign any part of its rights or obligations under this Agreement to a third party without the City's prior written consent.

# Section 13: Amendments To Agreement

- 13.1 No amendment to this agreement shall be valid or binding unless set forth in writing and duly executed by both the City and TSDC.
- 13.2 In the event that a party proposes an amendment to this Agreement, they shall provide written notice in accordance with this Agreement, giving the other 90 days to respond. In the event that an Agreement to amend or modify this Agreement is reached between the parties, such amendment may only be made by written agreement signed by both parties hereto.

# Section 14: Governing Law

14.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario.

# **Section 15: Notices**

- 15.1 Any notice, payment or other communication required or permitted to be given under this Agreement shall be in writing and shall be sufficiently given if delivered in person or by mailing by prepaid registered post, or by email. All such notices shall be deemed to have been delivered to and received by the addressee:
  - a) on the date of receipt if delivered in person or by prepaid registered post; or

b) received on the date of its transmission, if delivered by e-mail, provided that if such day is not a business day or it is received after the end of normal business hours on the date of its transmission then it shall be deemed to have been given and received at the opening of business in the office of the addressee on the first business day next following the transmission thereof if delivered by e-mail.

## **Section 16: Entire Agreement**

16.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties with respect to the subject matter of this Agreement.

# Section 17: Binding Effect

17.1 This agreement shall ensure the benefit of and be binding upon the parties and their respective successors and (where permitted) assigns.

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

Signed and Sealed in the presence of	<ul> <li>Temiskaming Shores Development</li> <li>Corporation</li> </ul>
	) ) ) Board Chair )
	) ) )
Municipal Seal	) ) ) The Corporation of the City of Temiskaming ) Shores
	) ) ) Mayor – Jeff Laferriere ) )
	) ) ) Clerk – Logan Belanger



City of Temiskaming Shores Administrative Report

Subject:	Canada Day Fireworks Contract 2025 - 2027	Report No.:	CS-008-2025
		Agenda Date:	March 4, 2025

# Attachments

- Appendix 01: Submission Results for CS-RFP-001-2025, 2025-2027 Canada Day Fireworks
- Appendix 02: Draft By-law Agreement

# **Recommendations**

It is recommended:

- 1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-008-2025; and
- That Council directs staff to prepare the necessary By-law to enter into a three year agreement with Capital Pyrotechnics, for the provision of Canada Day event fireworks display services, in the amount of \$19,000 for 2025 and 2026, and \$20,000 for 2027, for consideration at the March 18, 2025 Regular Council meeting.

# **Background**

The City hosts an annual fireworks display during the Canada Day weekend. Over the years, the City has used several different companies to provide fireworks displays and all have been very good. The agreements are put in place for three years, and although 2020 was the final year of our most recent contract with Northstar Fireworks Entertainment Inc., the City did not host the display in 2020 or 2021 due to the Covid-19 pandemic. In 2023, the project was canceled due to the fire ban, and in 2024, the contract recommendation was defeated. The annual display has a budget of \$20,000, with most the funds covered by local business sponsors. The City issued Request for Proposal No. CS-RFP-001-2025 on December 12, 2024, with a submission deadline of January 17, 2025.

# <u>Analysis</u>

Four submissions were received in response to CS-RFP-001-2025: Northstar Fireworks Entertainment Inc.; Capital Pyrotechnics; Dream Catcher Fireworks; and Supernova Fireworks, summarized in Appendix 01.



The City established a budget of \$20,000 per year for the firework display, as this is a public amount, staff used an evaluation matrix that focused more on experience, community knowledge, methodology and economic impact to the community.

Two City staff reviewed the submissions for completeness and required elements, as outlined within the RFP Document. Northstar Fireworks did not provide all of the required forms and information as prescribed in the RFP. Following the scoring, the top two companies were Capital Pyrotechnics and Dream Catcher Fireworks. The deciding factor was that Capital Pyrotechnics would not charge a fee to cancel or reschedule a display, while Dream Catcher Fireworks proposal charges a fee for a cancelled show, due to the costs associated with set up and travel. Although this is a reasonable cost, it did provide a difference in the final scoring.

As such, staff recommend that this RFP be awarded to Capital Pyrotechnics for the 2025, 2026 and 2027 Canada Day event firework displays, at the March 18, 2025 Regular Council meeting.

# Relevant Policy / Legislation / City By-Law

- 2025 Corporate Services Budget
- The program may not be able to take place should a fire ban be in effect

# **Consultation / Communication**

• Not applicable

# 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

All of the proposals came in within the City's budget of \$20,000. There was a difference of \$2,500 of between the highest and lowest quote; however, the lowest priced bid also scored lowest in the evaluation criteria by both reviewers.

Staff will need to reach out to former sponsors, since the program has not run in several years. There is some risk that not all sponsors will come back; therefore, the City would be responsible for the additional costs.



# **Alternatives**

An alternative would be for the City to train and certify a staff person for the fireworks display, however this would also carry a significant insurance risk.

# Submission

Prepared by:	Reviewed by:	Reviewed and submitted for Council's consideration by:
"Original signed by"	"Original signed by"	"Original signed by"
James Franks Economic Development Officer	Shelly Zubyck Director of Corporate Services	Sandra Lee City Manager



# Document Title: CS-RFP-001-2025 "2025-2027 Canada Day Fireworks"Closing Date: Friday, January 17, 2025Closing Time:Department: Corporate ServicesOpening Time:2:45 p.m.

Attendees via teleconference: Microsoft Teams

# **City of Temiskaming Shores:**

Logan Belanger, Municipal	Kelly Conlin	James Franks
Clerk	Deputy Clerk	Economic Development Officer
	Ral.	James Mrs

# Others (teleconference):

# Submission Pricing

# Bidder: Supernova Thewarks Clnc.

Description	Amount (Without HST)
Lump Sum Price 2025:	\$ 17,477.88
Lump Sum Price 2026:	\$ 17,477.88
Lump Sum Price 2027	\$ 17, 477.88
Lump Sum Price Total:	\$ 52,433.64



# Bidder: Dream Catcher Finewarks

Description	Amount (Without HST)
Lump Sum Price 2025:	\$ 20,000,00
Lump Sum Price 2026:	\$ 20,000.00
Lump Sum Price 2027	\$ 20,000,00
Lump Sum Price Total:	\$ 60,000,00.

# Bidder: North Stav Finework

Description	Amount (Without HST)
Lump Sum Price 2025:	\$ 18,000,00
Lump Sum Price 2026:	\$ 18,000.00
Lump Sum Price 2027	\$ 18,000,00
Lump Sum Price Total:	\$ 54,000.00.

# Bidder: Capital pyrotechnics

Description	Amount (Without HST)
Lump Sum Price 2025:	\$ 19,000
Lump Sum Price 2026:	\$ 19,000
Lump Sum Price 2027	\$ 20,000
Lump Sum Price Total:	\$ 58,000,00

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

# The Corporation of the City of Temiskaming Shores

# By-law No. 2025-000

#### Being a by-law to enter into a three year agreement with Capital Pyrotechnics for the provision of fireworks display services for Canada Day events

**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 CS-008-2025 at the March 4, 2025 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter in a three year agreement with Capital Pyrotechnics for the provision of fireworks display services for Canada Day events, in the amount of \$19,000 for 2025 and 2026, and \$20,000 for 2027, for consideration at the March 18, 2025 Regular Council meeting.

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

- 1. That Council authorizes entering into an agreement with Capital Pyrotechnics for the provision of fireworks display services for Canada Day events, in the amount of \$19,000 for 2025 and 2026, and \$20,000 for 2027, 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 18<sup>th</sup> day of March, 2025.

Mayor

Clerk



Schedule "A" to

# By-law 2025-000

Agreement between

## The Corporation of the City of Temiskaming Shores

and

## **Capital Pyrotechnics**

for the provision of fireworks display services for Canada Day events 2025, 2026 and 2027

This agreement made this 18<sup>th</sup> day of March, 2025.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

And

#### **Capital Pyrotechnics**

(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:

#### The Corporation of the City of Temiskaming Shores 2025-2027 Canada Day Fireworks Request for Proposal No. CS-RFP-001-2025

b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this Agreement.

#### Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid <u>Nineteen Thousand Dollars and Zero Cents (\$19,000) in 2025, and 2026, and Twenty Thousand Dollars and Zero Cents (\$20,000) in 2027, plus applicable taxes, subject to additions and deductions as provided in the Contract Documents, if applicable</u>
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

### Article III:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

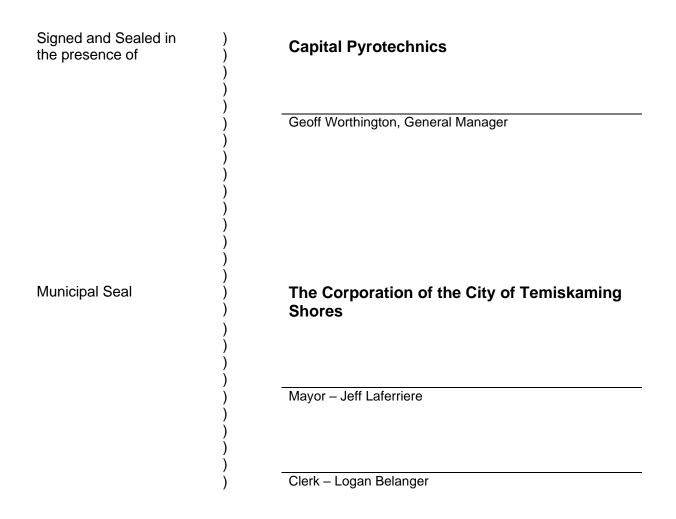
The Contractor:

**Capital Pyrotechnics** 6536 Marina Dr. Manotick ON , K4M 1B3

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

**Remainder of Page left Blank Intentionally** 

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





Appendix 01 to Schedule "A" to

# By-law No. 2025-000

Form of Agreement

(Proposal by Capital Pyrotechnics was identified as Private and Confidential)



City of Temiskaming Shores Administrative Report

Subject:	Mount Pleasant Cemetery Embankment Remediation	Report No.:	CS-010-2025
		Agenda Date:	March 4, 2025

#### Attachments

Appendix 01: CS-RFT-001-2025 – Submission Summary

Appendix 02: Pedersen Construction (2013) Inc. Submission (Draft By-law)

#### **Recommendations**

It is recommended:

- 1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-010-2025; and
- That Council hereby delegates authority to the Mayor and Municipal Clerk to enter into an agreement with Pedersen Construction (2013) Inc. for the Mount Pleasant Cemetery Embankment Remediation Project, in the amount of \$89,000 plus applicable taxes, to be confirmed by By-law at the at the March 18, 2025, Regular Council meeting.

#### **Background**

City staff released CS-RFT-001-2025, Mount Pleasant Cemetery Embankment Remediation on February 4, 2025. The RFT was placed on the City's website and distributed to known contractors with a deadline for submissions of Tuesday, February 25, 2025. The RFT received three bids from qualified contractors.

The purpose of the RFT is to stabilize an embankment near the rear southern flank at the Mount Pleasant Cemetery (beyond the treeline), located on Morissette Drive in Haileybury. Staff have been observing erosion in this area; however, noted a larger washout in late fall of 2025. Prior to winter snow cover, the City engaged the services of an engineer to complete a soil analysis and assessment report. As it is assumed that due to erosion, part of the slope has washed out into the creek below, and the problem is unabated as more areas of the slope have eroded into the creek, the City is seeking remediation work as soon as possible to prevent further loss.

The Slope Assessment Report was completed on January 24, 2025, and included a design drawing to stabilize the slope, including a scope of work that generally includes:



- 1. Install silt migration countermeasures downstream of the work and throughout the perimeter of the work limits. Provide and install dewatering systems within the construction limits along the embankment and creek bed as necessary.
- 2. Clean out any and all sediment deposits and loose soil within washout area.
- 3. Reinstate affected embankment as follows, bottom to top.
- 4. If required, install engineered gabion wall at bottom of affected embankment to maintain 3H:1V slope for practical topsoil & seed application.
- 5. Install riprap within limit of construction along the creek bed as indicated on the civil drawings.
- 6. Demobilize countermeasures and reinstate/ rehabilitate all disturbed areas within the limit of construction to existing conditions or better.

Access to the site is within the cemetery, and the contractor will be required to exercise caution and follow an approved route, using the vacant land to the west of the project area. Specific areas will also be designated to keep equipment clear of sensitive zones.

## <u>Analysis</u>

Three submissions were received in response to CS-RFT-001-2025 by the closing date, and are summarized in Appendix 01:

Submitter	Total Price (exclusive of HST)
York1 Remediation	\$ 119,931.16
Pedersen Construction 2013 Inc.	\$ 89,000.00
Sheppard Custom Building	\$ 212,500.00

The submissions were reviewed for completeness and required elements by City staff, and all were found to meet the RFT requirements. As Pedersen Construction submitted the lowest bid, and is available to begin as early as March 24, 2025, they are the recommended bidder. Their submission noted that the internal road access must be frozen to support construction equipment and trucking to prevent damage. If the March 2025 timeline cannot be met, then a proposed start date of January 5, 2026 was recommended.

As the Engineer noted that the soil encountered at the slope is unstable, staff suggest completing the work as soon as possible. Therefore, it is recommended that Council delegates authority to the Mayor and the Municipal Clerk to execute the agreement with Pedersen Construction 2013 Inc., for the Mount Pleasant Cemetery Embankment Remediation for a lump sum price of \$89,000.00 plus non-refundable HST, so the contractor may prepare for the March 24, 2025 mobilization date. The confirming by-law would be presented to Council at the March 18, 2025, Regular Council meeting.



#### Relevant Policy / Legislation / City By-Law

- 2025 Corporate Services Capital Budget
- By-Law No. 2017-015, Procurement Policy

#### **Consultation / Communication**

- Consultation with the Director of Corporate Services
- Consultation with the Manager of Transportation Services

#### 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 budgeted amount for this project was \$80,000 within the City's 2025 Capital Budget; however, the recommended bidder's price was tendered at \$89,000. Due to the potential of further erosion at the site, it is recommended that the project proceed as planned, with the balance being drawn from the working reserve (i.e. \$10,566.40, including non-refundable HST).

#### <u>Alternatives</u>

No alternatives were considered; however, Council could proceed with the selection of an alternate contractor, or could direct staff to cancel this project to plan in a future fiscal year.

#### **Submission**

Prepared by:	Reviewed by:	Reviewed and submitted for Council's consideration by:
"Original signed by"	"Original signed by"	"Original signed by"
Logan Belanger Municipal Clerk	Shelly Zubyck Director of Corporate Services	Sandra Lee City Manager



## Document Title: CS-RFT-001-2025- : Mount Pleasant Cemetery Embankment Remediation

- Closing Date: Tuesday, February 25, 2025
- Department: Corporate Services

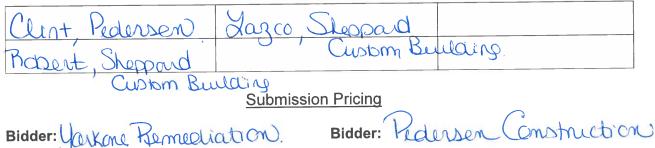
Closing Time: 2:00 p.m. Opening Time: 2:45 p.m.

Attendees via teleconference: Microsoft Teams

#### **City of Temiskaming Shores:**

Logan Belanger	Kelly Conlin	
Clerk	Deputy Clerk	
	Kal.	

Others:



Description	Amount (\$) Excluding HST
Lump Sum Price:	\$ 1 19 931 16

Description	Amount (\$) Excluding HST	
Lump Sum Price:	\$ 89,000,00	

Bidder: Theppard Custom Building.		
Description	Amount (\$) Excluding HST	
Lump Sum Price:	\$212,500,00.	

#### Bidder:

Description	Amount (\$) Excluding HST	
Lump Sum Price:	\$	

#### Bidder:

#### **Bidder:**

Description	Amount (\$) Excluding HST	Description	Amount (\$) Excluding HST
Lump Sum Price:	\$	Lump Sum Price:	\$

**Note:** All offered prices are offers only and subject to scrutiny. Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. All proponents whether successful or not will be notified of results, in writing at a later date.

### The Corporation of the City of Temiskaming Shores

#### By-law No. 2025-000

#### Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Mount Pleasant Cemetery Embankment Remediation Project

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

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

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

**Whereas** Council considered Administrative Report No. CS-010-2025 at the March 4, 2025 Committee of the Whole meeting, delegated authority to the Mayor and Municipal Clerk to enter into an agreement with Pedersen Construction (2013) Inc. for the Mount Pleasant Cemetery Embankment Remediation Project, in the amount of \$89,000 plus applicable taxes, to be confirmed by By-law at the at the March 18, 2025, Regular Council meeting.

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

- 1. That Council authorizes entering into an agreement with Pedersen Construction (2013) Inc. for the Mount Pleasant Cemetery Embankment Remediation Project in the amount of \$89,000, 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 18<sup>th</sup> day of March, 2025.

Mayor

Clerk



Schedule "A" to

# By-law 2025-000

Agreement between

# The Corporation of the City of Temiskaming Shores

and

Pedersen Construction (2013) Inc.

Mount Pleasant Cemetery Embankment Remediation Project

This agreement made this 18<sup>th</sup> day of March, 2025.

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 Contract Documents entitled:

#### The Corporation of the City of Temiskaming Shores Mount Pleasant Cemetery Embankment Remediation Request for Proposal No. CS-RFT-001-2025

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this Agreement;
- c) Complete, as certified by the Municipal Clerk, all the work by April 30, 2025; and
- d) The time limits referred to in this Agreement may be abridged or extended by mutual agreement by both Parties.

#### Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **eighty-nine thousand dollars and zero cents (\$89,000.00) plus applicable taxes,** subject to additions and deductions as provided in the Contract Documents, if applicable.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

## Article III:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

### Pedersen Construction (2013) Inc.

177246 Bedard Road New Liskeard, Ontario P0J 1P0

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

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

Remainder of Page left Blank Intentionally

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

Signed and Sealed in ) the presence of ) )	Pedersen Construction (2013) Inc.
	Karl Pedersen, President
) Municipal Seal ) ) ) ) )	The Corporation of the City of Temiskaming Shores
	Mayor – Jeff Laferriere
) )	Clerk – Logan Belanger



Appendix 01 to Schedule "A" to

# By-law No. 2025-000

Form of Agreement

## Form of Tender

Proponent's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I,

Pedersen Construction (2013) Inc. (Registered Company Name/Individuals Name)

Of,

177246 Bedard Rd. New Liskeard, ON P0J 1P0 (Registered Address and Postal Code)

Phone Number: 705-647-6223 Email: kpedersen@pedersenconstruction.ca

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. All prices must be CDN funds and without HST:

Lump Sum Price (excluding HST):

\$ 89,000.00

Estimated Mobilization Date: Early Start Date - March 24, 2025 Late Start Date - January 5, 2026 \*

Estimated Completion Date: Early Completion - April 4, 2025 Late Completion - January 16, 2026

#### Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER <u>0 to 0</u> in preparing my/our Tender.

Bidder's Authorized Official:	Karl Pedersen
Title:	President
Authorizing Signature:	Flain
Date:	February 25, 2025

Form 1 to be submitted.

\* Mount Pleasant Cemetary internal access roads must be frozen to support construction equipment and trucking to prevent damage.

## Non-Collusion Affidavit

I/ We <u>Karl Pedersen</u> 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 proposed 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 Tender 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: <u>New Liskeard</u>	this <u>25th</u> day of <u>February</u> , 2025.
Signed:	K.D.
Title:	President
Company Name:	Pedersen Construction (2013) Inc.
Form 2 to be submitted.	

## **Conflict of Interest Declaration**

Please check appropriate response:

I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Tender 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 Tender submission or the contractual obligations under the Agreement.

List Situations:

In making this Tender 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 RFT process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at:	this25th day of <u>February</u> , 2025.
Signature:	ER
Bidder's Authorized Official:	Karl Pedersen
Title:	President
Company Name:	Pedersen Construction (2013) Inc.
Form 3 to be submitted.	

City of Temiskaming Shores // CS-RFT-001-2025 // PAGE 15

## 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:
 Karl Pedersen
 Company Name:
 Pedersen Construction (2013) Inc.

Phone Number: 705-647-6223 Email: kpedersen@pedersenconstruction.ca

I, <u>Karl Pedersen</u>, declare that I, or my company, are <u>in full compliance</u> with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

#### OR

I,\_\_\_\_\_\_, declare that I, or my company, are <u>NOT in full compliance</u> 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, please visit: <u>https://www.ontario.ca/page/how-train-yourstaff-accessibility</u>.

Form 4 to be submitted.

## 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

Component

Not Applicable

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.

Dated at: New Liskeard	this <u>25th</u> day of <u>February</u> , 2025.
Signature:	K.D.J
Bidder's Authorized Official:	Karl Pedersen
Title:	President
Company Name:	Pedersen Construction (2013) Inc.

Form 5 to be submitted.