



The Corporation of the City of Temiskaming Shores  
Regular Meeting of Council  
Tuesday, February 20, 2018  
6:00 P.M.  
City Hall Council Chambers – 325 Farr Drive

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**Agenda**

1. **Call to Order**

2. **Roll Call**

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

4. **Approval of Agenda**

*Draft Motion*

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

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

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

*Draft Motion*

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

- a) Regular meeting of Council – February 6, 2018.

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

7.1. Disposition of Land – Fourth Street

**Subject Land:** Portion of Fourth Street

**Purpose:** Transfer of a portion of Fourth Street to owner of 975202 Silver Centre Road to ensure the resident has access to a municipally year round maintained roadway.

**8. Question and Answer Period**

**9. Presentations / Delegations**

- a) Patrick Rivard – Rivard Bros. Ltd. Building Contractors

**Re:** Beach Garden Development Update

*Draft Motion*

Be it resolved that Council acknowledges the presentation from Patrick Rivard in regards to the Beach Garden Development.

**10. Communications**

- a) Monika Turner, Director of Policy – Association of Municipalities Ontario

**Re:** Request for Support – Call to Action – Fire Medic Protection for Municipal Governments

**Reference:** Motion for consideration under New Business

- b) Rhonda Latendresse, Executive Director – Seizure and Brain Injury Centre  
**Re:** Request for Proclamation – Epilepsy Month (March)  
**Reference:** Received for Information
  
- c) Marc Dumont, Recipient of Bénévole de l'année plaque - ACFO  
**Re:** Thank you Letter for presentation  
**Reference:** Received for Information
  
- d) Eric Boutilier, Founder – All Aboard Northern Ontario  
**Re:** Campaign to revive Ontario Northland Rail Passenger Service  
**Reference:** Received for Information
  
- e) Sylvie Lamothe, Area Coordinator – Heart & Stroke Foundation  
**Re:** Big Bike Event – May 10, 2018 (Temiskaming Shores)  
**Reference:** Motion to be presented under New Business
  
- f) Joel Locklin, Manager, Infrastructure Renewal Program – Ministry of Agriculture, Food and Rural Affairs  
**Re:** OCIF Top-Up Allocation – 2017 Intake (Roads Rehabilitation Project not selected for funding)  
**Reference:** Referred to the Public Works and Corporate Services Committees

Draft Motion

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

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

*Draft Motion*

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

- a) January 1, 2017 to November 30, 2017 Haileybury Food Bank Report;
- b) Minutes of the Emergency Management Program Committee meeting held on December 7, 2017;
- c) Minutes of the Timiskaming Board of Health meeting held on December 6, 2017;
- d) Quarter Four (Q4) 2017 Report to the Board of Health; and
- e) Timiskaming Health Unit – 2018 Public Health & Related Budgets presentation document.

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

*Draft Motion*

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

- a) Minutes of the Corporate Services meeting held on January 18, 2018; and
- b) Minutes of the Public Works Committee meeting held on January 18, 2018.

**13. Reports by Members of Council**

**a) Memo – Timiskaming Health Unit Reserves**

*Draft Motion*

Whereas the Timiskaming Board of Health has set its reserve levels to a maximum of \$1,000,000 and will return any amounts above this maximum to participating municipalities at the same share that they contribute; and

Whereas on December 22, 2017 the City of Temiskaming Shores received a refund from the Timiskaming Board of Health representing its share of the Reserve Surplus in the amount of \$111,522 which was posted in 2017 to the City's Working Fund Reserve.

Now therefore be it resolved that Council of the City of Temiskaming Shores acknowledges receipt of a Memo from Mayor Kidd dated February 13, 2018 regarding the Timiskaming Health Unit Reserves;

That Council agrees to utilize the funds for accessibility upgrades at the New Liskeard Community Hall and directs staff to amend the 2018 Capital Budget to include this project with funds being derived from the City's Working Fund Reserve to an upset limit of \$111,522; and

That Council directs staff to proceed with the solicitation of Request for Proposals for engineering and design services for the accessibility upgrades.

**14. Notice of Motions**

**15. New Business**

**a) Support – Reforms to the Municipal Class Environmental Assessment (MCEA) process**

Whereas a coalition of the Municipal Engineers Association (MEA) and the Residential and Civil Construction Alliance of Ontario have successfully applied to have a review of the Municipal Class Environmental Assessment process conducted under Part IV (Section 61) of the *Environmental Bill of Rights Act, 1993* (EBR Act); and

Whereas impact studies and public meetings required by the MCEA process often take two years or more to complete before construction can commence; and

Whereas the MCEA requirements to evaluate alternatives are often not well aligned with prior or municipal land use planning decisions; and

Whereas analysis by the Residential and Civil Construction Alliance of Ontario (RCCAO) has demonstrated that the time to complete an EA rose

from 19 months to 26.7 months and costs went from an average of \$113,300 to \$386,500; and

Whereas the Auditor General of Ontario has tabled recommendations for modernizing the MCEA process; and

Whereas in spite of written commitments made by the Ministry of the Environment between 2013-15, no action has been taken; and

Whereas local projects that do not have the necessary approvals could lose out on the next intake of Build Canada funding.

Now therefore be it resolved that the City of Temiskaming Shores hereby requests that the Minister of the Environment and Climate Change take immediate steps to expedite the response process for Part II Orders or Bump-Up requests, as part of the s. 91 review to improve MCEA process times and reduce study costs; and

Further that the Minister of Environment and Climate Change support changes to better integrate and harmonize the MCEA process defined under the *Planning Act*; and

Furthermore that the Minister of the Environment and Climate Change amend the scope of MCEA reports and studies to reduce duplication with existing public processes and decisions made under municipal Official Plans and provincial legislation and that a copy of this resolution be sent to the Minister of the Environment.

**b) Support – Allocation of dedicated Infrastructure Funding to Municipalities for Storm Water Management and Drainage Improvements**

Whereas weather patterns seem to have changed, in that excessive and prolonged precipitation is now becoming more frequent and regular; and

Whereas there is an increased change of flooding, as a result of excessive and prolonged precipitation; and

Whereas municipalities are now faced with the reality that significant storm water management and drainage infrastructure improvements are required to mitigate against flooding, which will come at a significant cost; and

Whereas it is not feasible for municipalities to pass along the costs of all storm water management and drainage improvements onto property owners through property tax increases or drainage assessments; and

Whereas municipalities are almost entirely reliant upon property taxes for their funding needs; and

Whereas the Government of Canada and the Government of Ontario have recognized the need for infrastructure investments and have promised funding for these investments.

Now therefore be it resolved that the City of Temiskaming Shores hereby petitions the Government of Canada and the Government of Ontario to allocate infrastructure funding dedicated to municipalities for storm water management and drainage improvements; and

Further that the Government of Canada and the Government of Ontario prioritize funding allocations according to the recent propensity of specific regions to flood, with a specific focus on regions that have flooded multiple times within a 1 year period; and

Furthermore that a copy of this motion be sent to the Right Honorable Justin Trudeau, Prime Minister of Canada; Honourable Catherine McKenna, Minister of Environment and Climate Change; Honourable Kathleen Wynne, Premier of Ontario; Honourable Chris Ballard, Minister of Environment and Climate Change, the Federation of Canadian Municipalities (FCM) and the Association of Municipalities of Ontario (AMO).

**c) Support – Call to Action – Fire Medic Protection needed for Municipal Governments**

Whereas Bill 160, the *Strengthening Quality and Accountability for Patients Act* amended the *Ambulance Act* to permit the Ministry of Health and Long Term Care to enable two pilot projects hosted by willing municipal governments to allow fire fighters, certified as paramedics, to treat patients while on duty with a fire department; and

Whereas the Government of Ontario is committed to proceeding with the pilots and enabling the fire-medic model despite the absence of objective evidence to show that it would improve patient outcomes or response times; and

Whereas the current interest arbitration model, particularly in the fire services sector, allows arbitrators to impose awards on unwilling employers that directly impact the employer's ability to determine how it will deploy its workforce, as evidenced by the experience of many municipalities in regards to the 24-hour shift; and

Whereas in the absence of legislative protection, unwilling municipalities may be forced to enter into a pilot or adopt a fire-medical model as a result of interest arbitration; and

Whereas the Association of Municipalities of Ontario and its municipal members have called on the Government of Ontario to introduce legislative amendments to the *Fire Protection and Prevention Act, 1997* and the *Ambulance Services Collective Bargaining Act* to preclude arbitrators from expanding the scope of work for fire fighters and paramedics respectively through interest arbitration awards; and

Whereas there is precedent for a restriction on the scope of jurisdiction of arbitrators in section 126 of the *Police Services Act* which precludes arbitrators from amending the core duties of police officers; and

Whereas the Government of Ontario has committed that no unwilling municipal government will have a fire-medical pilot or program imposed upon them.

Now therefore be it resolved that the City of Temiskaming Shores hereby calls on the Government of Ontario to act immediately so that legislative amendments, that will protect unwilling municipalities from being forced by arbitrators to have a fire medical pilot or program, are placed within the upcoming Budget Bill before the Ontario Legislature rises for the provincial election; and

Furthermore that a copy of this resolution be forwarded to the Honourable Kathleen Wynne, Premier of Ontario; the Honourable Dr. Eric Hoskins, Minister of Health and Long Term Care; the Honourable Marie-France Lalonde, Minister of Community Safety and Correctional Services; the Honourable Kevin Flynn, Minister of Labour; the Honourable Bill Mauro, Minister of Municipal Affairs; John Vanthof, MPP Timiskaming-Cochrane; and the Association of Municipalities of Ontario.

**d) Heart & Stroke Foundation – Big Bike Event – May 10, 2018**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores hereby grants permission to the Heart and Stroke Foundation for the route for the Big Bike Event being Armstrong to Whitewood – Whitewood to Paget/Lakeshore – Paget/Lakeshore to Melville/Fleming – Melville/Fleming to Wellington scheduled for May 10, 2018.

**e) Memo No. 006-2018-PW – Wastewater Pumps – Niven Street North Sanitary Pumping Station**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 006-2018-PW;

That Council acknowledges the change in scope of work in the 2018 Capital Project for Niven St. S. Sanitary Lift Station Pump Replacement of one (1) 250 hp pump with an allocation of \$125,000 to the refurbishment of the three (3) existing 250 hp pumps with the allocation remaining unchanged at \$125,000.

**f) Administrative Report No. PW-002-2018 – Public Works Department - Strategic Plan**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-002-2018, more specifically Appendix 01 Final Draft - Public Works Strategic Plan;

That Council hereby adopts the Public Works Strategic Plan dated February 2018; and

That Council directs staff to initiate the implementation of the Plan, post the Plan on the City's web-site and report back on the progress made on the Goals, Objectives and Actions contained in the Plan on a quarterly basis.

**g) Administrative Report No. PW-004-2018 – Purchase of On-Board Video Surveillance System – Temiskaming Transit**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-004-2018;

That Council directs staff to prepare the necessary by-law and agreement with Radio Engineering Industries Inc. (REI) for the purchase of on-board video surveillance system for the transit buses at an upset limit of \$30,488 plus applicable taxes for consideration at the February 20, 2018 Regular Council meeting; and

That Council approves the purchase and installation of WiFi equipment necessary to enable downloading of daily recordings at a cost of \$5,733.06 plus applicable taxes.

**h) Administrative Report No. PW-005-2018 – Municipal Hazardous or Special Waste – Orange Drop Event**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-005-2018;

That Council agrees to host an Orange Drop Event on Saturday June 2, 2018; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2016-018 to extend the agreement with Drain-All Ltd. allowing for the provisions of collection and disposal services for the Orange Drop Event on June 2, 2018 for consideration at the February 20, 2018 Regular Council meeting.

**i) Administrative Report No. PW-006-2018 – Equipment Purchase – Sweeper Truck**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-006-2018; and

That Council directs staff to prepare the necessary by-law and agreement for the purchase of a Sweeper Truck, as detailed in Request for Proposal PW-RFP-003-2018, from Cubex Ltd. at a cost of \$299,992.10 plus applicable taxes for consideration at the February 20, 2018 Regular Council meeting.

**j) Appointment of Council Representative to Committee of Adjustment**

Draft Motion

Whereas, in accordance to the Planning Act, the appointment of Council's representative to the Committee of Adjustment must be done annually.

Now therefore be it resolved that **Mayor Carman Kidd** is hereby appointed to the Committee of Adjustment for the year 2018.

**k) Memo No. 001-2018-CGP – Deeming By-law – 395 Joyal Drive and 383 Joyal Drive**

Draft Motion

Whereas the Committee of Adjustment for the City of Temiskaming Shores granted conditional approval to Consent application B-2017-02 (H) with one condition requiring the adoption of a deeming by-law for both Mr. Genier's property (395 Joyal) and Ms. Robitaille's property (383 Joyal) to merge the subdivision lots on title such that the lots cannot be sold without approval of a consent; and

Whereas the owners have acknowledged that registration of the pending deeming by-law on title will be at their expense.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem Lots 59 and 60 on Plan M-128 N.B., Parcel 24133 SST to no longer be Lots on a Plan of Subdivision for consideration at the February 20, 2018 Regular Council meeting; and

Further that Council hereby directs staff to prepare the necessary by-law to deem Lot 53 on Plan M-128 N.B., Parcel 20240 SST and a portion of Lot 53 on Plan M-123 N.B., a portion of Parcel 7720 SST to no longer be Lots on a Plan of Subdivision for consideration for consideration at the February 20, 2018 Regular Council meeting.

**l) Administrative Report No. CGP-004-2018 – North on Tap Festival – 2018 Request**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-004-2018;

That Council agrees to support the North On Tap Festival as outlined in CGP-004-2017; and

That Council authorizes Public Works to issue a Road Closure of Farr Drive from Marcella to Main for the North on Tap Event scheduled for Saturday, July 14, 2018.

- m) Memo No. 009-2018-CS – Request to purchase Municipal Land – 14 Lots – Jude Heon (703 Seton Street)**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 009-2018-CS; and

That Council hereby directs staff to inform Mr. Jude Heon that the City is not interested in the disposition of the 14 lots requested on Seton Street.

- n) Memo No. 010-2018-CS – Request to purchase Municipal Land – Marcel Germain (Cobalt Avenue)**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 010-2018-CS; and

That Council authorizes staff to commence the process for disposal of municipal lands in accordance with By-law No. 2015-160 being a by-law to adopt a Procedural Policy for the Disposal of Real Property.

- o) Administrative Report No. CS-005-2018 – Lease Agreement – Dymond Community Complex Apartment**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-005-2018; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Ms. Marta Sauve for the rental of the apartment located on the upper level of the Dymond Community Complex for consideration at the February 20, 2018 Regular Meeting of Council.

- p) Earlton-Temiskaming Regional Airport Authority – 5 Year Business Plan**

Draft Motion

Whereas on April 1, 2017 thirteen municipalities entered into an agreement for the establishment of the Earleton-Timiskaming Regional Airport Authority (ETRAA) to provide for the joint ownership, management and funding of the airport; and

Whereas the ETRAA presented its 5 year operational plan for the 2018-2022 period on February 15, 2018, and requested that this plan be approved by the Municipal Councils of each participating municipality prior to April 1, 2018; and

Whereas each member municipality shall be bound by the terms of the 2018-2022 Operational Plan upon passing a resolution in support of the continued operation of the ETRAA.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby endorses and supports the 2018-2022 Operational Plan for the Earleton-Timiskaming Regional Airport Authority as presented on February 15, 2018 and agrees to continue its commitment and participation as a member of the Airport Authority for the 2018-2022 Term.

## 16. **By-laws**

### Draft Motion

Be it resolved that:

By-law No. 2018-024 Being a by-law to regulate Signs and to repeal all previous by-laws and amendments

By-law No. 2018-025 Being a by-law to enter into an agreement between the City of Temiskaming Shores and Radio Engineering Industries Inc. for the supply and installation of On-Board Video Surveillance System for the Temiskaming Transit

By-law No. 2018-026 Being a by-law to amend By-law No. 2016-018 (Agreement with Drain-All Ltd. for the Orange Drop Collection Event)

By-law No. 2018-027 Being a by-law to enter into a Lease Agreement with Marta Sauve for the Rental of the Apartment located on the upper level of the Dymond Community Complex

By-law No. 2018-028 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 395 Joyal Drive

By-law No. 2018-029 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 383 Joyal Drive

By-law No. 2018-030 Being a by-law to enter into a Purchase Agreement with Cubex Ltd. for the purchase and delivery of a Sweeper Truck

be hereby introduced and given first and second reading.

*Draft Motion*

Be it resolved that:

By-law No. 2018-024;

By-law No. 2018-025;

By-law No. 2018-026;

By-law No. 2018-027;

By-law No. 2018-028;

By-law No. 2018-029; and

By-law No. 2018-030;

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

**17. Schedule of Council Meetings**

- a) Regular – Tuesday, March 6, 2018 at 6:00 p.m.
- b) Regular – Tuesday, March 20, 2018 at 6:00 p.m.

**18. Question and Answer Period**

**19. Closed Session**

*Draft Motion*

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

- a) **Adoption of the February 6, 2018 – Closed Session Minutes**
- b) **Under Section 239 (2) (c) of the Municipal Act, 2001 – potential acquisition of land – 884045 Highway 65 West – Confidential Administrative Report PW-003-2018**
- c) **Under Section 239 (2) (c) of the Municipal Act, 2001 – potential disposition of land – Lot 25 – Dymond Industrial Park – Confidential Administrative Report CGP-005-2018**

*Draft Motion*

Be it resolved that Council agrees to rise with report from Closed Session at \_\_\_\_\_ p.m.

**20. Confirming By-law**

*Draft Motion*

Be it resolved that By-law No. 2018-031 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for

its Regular Meeting held on **February 20, 2018** be hereby introduced and given first and second reading.

*Draft Motion*

Be it resolved that By-law No. 2018-031 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**21. Adjournment**

*Draft Motion*

Be it resolved that City Council adjourns at \_\_\_\_\_ p.m.



The Corporation of the City of Temiskaming Shores  
Regular Meeting of Council  
Tuesday, February 6, 2018  
6:00 P.M.  
City Hall Council Chambers – 325 Farr Drive

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Minutes

1. Call to Order

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

2. Roll Call

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

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

Regrets:

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

Members of the Public Present: 12

3. Review of Revisions or Deletions to Agenda

Deletions:

**Under Item 15 – New Business delete:**

**a) Support – Resolution for Too Far Too Fast Cannabis**

**Note:** Councillor Hewitt requested that this item be deferred to a later date.

**4. Approval of Agenda**

*Resolution No. 2018-032*

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

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

**Carried**

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

Councillor Hewitt disclosed a pecuniary interest in regards to Item 15 b) Administrative Report No. CGP-002-2018 – Timiskaming Community Hub Partnership

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

*Resolution No. 2018-033*

Moved by: Councillor Foley

Seconded by: Councillor McArthur

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

a) Regular meeting of Council – January 9, 2018; and

b) Special meeting of Council – January 23, 2018.

**Carried**

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

None.

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

Amanda Mongeon, Program Manager with the Timiskaming Health Unit spoke in regards to the deleted motion in regards to cannabis entitled “*Too Far – Too Fast*”. Amanda outlined that the Province has given the Health Units the mandate to prevent harms that might relate to cannabis and stated that the current model of criminalized cannabis use is not working. The Federal Government is moving away from that model to a regulated model, a means to protect people – particularly young people. Municipalities are on the front lines of managing this change and there are a couple of ways that municipalities can help protect our community members from the harms related to cannabis use – firstly is advocacy and since so much of the policy work is still with other levels of government, municipalities are limited as to what they can do; however municipalities can take advantage of consultations to influence how policies are developed.

Amanda outlined that if the city tries to prevent retail outlets from opening in our municipality it might actually be doing harm - instead the City may opt to encourage the location of retail outlets taking into consideration proximity to schools, LCBO, health facilities, etc. Secondly create or amend by-laws to protect residents from second hand smoke exposure, land use planning for retail outlets to limit proximity to schools, not permit marketing or advertising of cannabis or regulate businesses that will sell cannabis paraphernalia.

In conclusion Amanda outlined that Public Health is here to assist with the new legislation and encouraged Council to utilize them.

Mayor Kidd thanked Amanda for the information and inquired if any members of Council wished to address the matter.

Councillor Hewitt outlined that cannabis has a pharmaceutical application for patients with pain; but this whole legislation is being pushed onto the Province and claims that it is to protect our youth – accessibility is the number 1 determinant factor in it use – people are going to experiment and the more we can keep them away from these products the less likely to fall into that category of it causing severe harm. Councillor Hewitt stated that all of the International key speakers that support mental health are primarily opposed to this legislation. The City may not be able to stop what the Federal Government is proposing, but we can adopt a by-law outlining that we do not want it sold in our LCBO and proximity as to where it can be sold.

Mayor Kidd outlined concern with the legislation in that you would be able to grow 2 or 3 plants in your house and how can anyone safeguard children from that stream of cannabis.

Councillor Laferriere indicated that whether we agree or disagree the legislation is a reality and we could impose various by-laws, but at the end of the day what is it going to cost us to enforce the by-law and what impact is it going to have on the

resources of the municipality. I think as a City we need to focus on the education piece and take a leadership role.

Councillor McArthur is of the opinion that it is too late as this was a promise of Mr. Trudeau during the election and he is now the Prime Minister and is pushing forward with legalizing cannabis.

Councillor Hewitt emphasized that the proposed resolution is not to go against the legislation, but to indicate to the senior levels of government that Temiskaming Shores is not willing hosts for retail outlets of cannabis.

## 9. Presentations / Delegations

- a) Lynn Marcella, Healthy Kids Community Project Manager – Healthy Kids Community Committee

**Re:** Program Update

Project Manager Lynn Marcella, utilizing powerpoint provided an overview of the Healthy Kids Community program. Lynn indicated that Theme 2 was entitled “*Water does Wonders*”, Theme 3 was entitled “*Choose to Boost Veggies and Fruit*” and that they are embarking upon Theme 4 entitled “*Power Off and Play*”.

Under Theme 2 “*Water Does Wonders*” 36 coaches, teachers, caregivers and community members received training to incorporate messaging into programs; 100% of the elementary schools participated in tailored education programming that promoted water as the beverage of choice; 12 elementary schools received water bottle filling stations reaching 100% of elementary school students aged 4-12; five additional units were installed throughout four communities and fourteen organizations pledged to only serve water & milk.

Theme 3 “*Choose to Boost Veggies and Fruit*” was also very successful and Lynn showed a video of area children participating in a wide ranging number of events under this theme.

Lynn outlined that Theme 4 “*Power Off and Play*” is all about helping children and families build a balanced day that is not filled with screen time; wanting to limit recreational and sedentary screen time in three ways; promote recommended screen time limits based on age (under 2 – none, 2-4 less than 1 hr/day, 5-17 no more than 2 hrs); put screens away during sleep time, meals and snack times; replace some screen time with other activities such as physical activity, social interaction, fun and educational activities.

Lynn concluded by outlining that current events include family story time at the New Liskeard Branch of the Public Library and St. Pat's Elementary School's 5-2-1-0 challenge for the month of February.

Mayor Kidd thanked Lynn for the presentation.

Resolution No. 2018-034

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that Council acknowledges the presentation from Lynn Marcella in regards to the Healthy Kids Community Project program.

**Carried**

b) Tanner Graydon, President – Temiskaming Shores & Area Rotary Club

**Re:** Cheque Presentation - \$10,000 – Splash Pad Project

**10. Communications**

a) Jenny Gerbasi, Deputy Mayor – City of Winnipeg – FCM President

**Re:** Welcome Letter – Temiskaming Shores as a member of the FCM-ICLEI Partners for Climate Protection (PCP) program

**Reference:** Received for Information

b) Scott R. Butler – Ontario Good Roads Association Policy and Research Branch

**Re:** Request for Support – Resolution seeking reforms to the Municipal Class Environmental Assessment (MCEA) process

**Reference:** Received for Information

- c) Pat Vanini, Executive Director – Association of Municipalities Ontario  
**Re:** \$26 Million Main Street Revitalization Fund – Temiskaming Shores allocated \$44,446  
**Reference:** Received for Information
  
- d) Mary Masse, Clerk – Town of Lakeshore  
**Re:** Request for Support – Allocate infrastructure funding dedicated to Storm Water Management and Drainage Improvements  
**Reference:** Received for Information
  
- e) Theresa Tasse, Committee Chair – Golden Age Club 45<sup>th</sup> Anniversary Celebrations  
**Re:** Request – Donation of items to be used as gifts or prizes  
**Reference:** Referred to the Economic Development Officer
  
- f) Norman R. Koch, President – Temiskaming Federation of Agriculture  
**Re:** Rural 911 signage & noxious weeds  
**Reference:** Referred to the Clerk and the Weed Inspector
  
- g) Harold Cameron, Earlton-Timiskaming Regional Airport Authority  
**Re:** Meeting Notice – February 15, 2018  
**Reference:** Received for Information

Resolution No. 2018-035

Moved by: Councillor Jelly  
Seconded by: Councillor McArthur

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

**Carried**

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

Resolution No. 2018-036

Moved by: Councillor Foley  
Seconded by: Councillor Laferriere

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

- a) Minutes of the Temiskaming Shores Public Library Board meeting held on December 13, 2017;
- b) Minutes of the Temiskaming Shores Police Services Board meeting held on January 15, 2018;
- c) Minutes of the Temiskaming Municipal Association meeting held on November 30, 2017;
- d) December 2017 Earlton-Timiskaming Regional Airport Activity Report;
- e) Minutes of the Earlton-Timiskaming Regional Airport Authority meeting held on December 21, 2017;
- f) Minutes of the Temiskaming Municipal Association meeting held on January 25, 2018; and
- g) Minutes of the District of Timiskaming Social Services Administration Board meeting held on November 15, 2017.

**Carried**

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

Resolution No. 2018-037

Moved by: Councillor Laferriere  
Seconded by: Councillor Jelly

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

- a) Minutes of the Corporate Services meeting held on December 14, 2017; and
- b) Minutes of the Building Maintenance Committee held on January 18, 2018.

**Carried**

**13. Reports by Members of Council**

**a) 2018 ROMA Conference Report to Council – Councillor Whalen**

Resolution No. 2018-038

Moved by: Councillor Foley  
Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the 2018 ROMA Conference Report to Council prepared by Councillor Whalen for information purposes.

**Carried**

Councillor Jelly reported on the following:

- ROMA: Agree with Councillor Whalen’s report that Ministerial meetings were very well received and they certainly have a good knowledge of our area and well informed as to the nature of the meetings. All presentations are available on the ROMA website.

**14. Notice of Motions**

None

**15. New Business**

**a) Administrative Report No. CGP-002-2018 – Timiskaming Community Hub Partnership**

***Councillor Hewitt disclosed a pecuniary interest with Administrative Report No. CGP-001-2018 and did not participate in the discussion of the subject matter nor did she vote on Resolution No. 2018-040.***

Resolution No. 2018-039

Moved by: Councillor Foley  
Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-002-2018;

That Council supports Health Nexus’ application to the Ontario Trillium Foundation for funding of the two and a half year “People at the Centre Project”; and

That Council agrees to partner with Health Nexus conditional on successful funding from the Ontario Trillium Foundation to host a staff person in Temiskaming Shores to enable the development of the “People at the Centre Project”.

**Carried**

**b) Administrative Report No. CGP-003-2018 – Timiskaming Rift Valley Geopark**

Resolution No. 2018-040

Moved by: Councillor Whalen  
Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-003-2018;

That Council confirms the recommendation of the Corporate Services Committee to decline participation as a founding member of the board for the Temiskaming Rift Valley Geopark Project; and

That Council declines to provide financial support toward the Temiskaming Rift Valley Geopark Project.

**Carried**

**c) Memo No. 001-2018-RS – Amendment No. 1 to By-law No. 2015-170 – Healthy Kids Community Challenge**

Resolution No. 2018-041

Moved by: Councillor Whalen  
Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 001-2018-RS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-170 being an agreement with the Minister of Health and Long Term Care for funding of the Healthy Kids Community Challenge program to extend the program for six (6) months to the end of September 2018 in the amount of \$62,500 for consideration at the February 6, 2018 Regular Council meeting.

**Carried**

**d) Administrative Report No. RS-001-2018 – Splash Pad Update**

Resolution No. 2018-042

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-001-2018;

That Council supports the preferred site for the Splash Pad to be along the spurline of the New Liskeard waterfront;

That Council approves the selection of a water treatment system for the Splash Pad;

That Council directs staff to submit a funding application to the Ontario Trillium Foundation in the amount of \$150,000 for the project;

That Council approves the in-kind contribution of the municipality for the project to be the connections for water, sewer and power and the preparation of the base for the Splash Pad; and

That Council directs staff to issue a Request for Proposal for the Design/Construction of a Splash Pad.

**Carried**

**e) Memo No. 005-2018-CS – Request to purchase Municipal Land – Michael Fila (115164 Quarry Road)**

Resolution No. 2018-043

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 005-2018-CS; and

That Council authorizes staff to commence the process for disposal of municipal lands in accordance with By-law No. 2015-160 being a by-law to adopt a Procedural Policy for the Disposal of Real Property.

**Carried**

- f) **Memo No. 006-2018-CS – Land Sale – Parts 1 and 2 on Plan 54R-6021 – to Timiskaming District Housing Corporation (Grant Drive)**

Resolution No. 2018-044

Moved by: Councillor Foley  
Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 006-2018-CS; and

That Council directs staff to prepare the necessary by-law to enter into a Purchase and Sale Agreement with the Timiskaming District Housing Corporation as the Purchaser and the City of Temiskaming Shores as the Vendor of Parts 1 and 2 on Plan 54R-6021 for consideration at the February 6, 2018 Regular Council meeting.

**Carried**

- g) **Memo No. 007-2018-CS – Amendment No. 1 to By-law No. 2017-089 funding for the replacement of Iron Removal Tanks at the New Liskeard Water Treatment Plant under the Clean Water and Wastewater Fund**

Resolution No. 2018-045

Moved by: Councillor Whalen  
Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 007-2018-CS; and

That Council approves Amendment No. 1 to By-law No. 2017-089 being a by-law for Transfer Payment under the Clean Water and Wastewater Fund for the replacement of the Iron Removal Filters at the McCamus Water Treatment Plant to extend the agreement to March 31, 2020.

**Carried**

- h) **Memo No. 008-2018-CS – Small Business Enterprise Centre (Enterprise Timiskaming)**

Resolution No. 2018-046

Moved by: Councillor Whalen  
Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo 008-CS-2018;

That Council approves the divestment of the Small Business Enterprise Centre (Enterprise Temiskaming) and supports the transfer of the program to the South Temiskaming Community Futures Development Corporation effective April 1, 2018; and

That Council approves the assignment of the Summer Company Program (By-law No. 2017-054) and the Starter Company Plus Program (By-law No. 2017-026) agreements to the South Temiskaming Community Future Development Corporation effective April 1, 2018.

**Carried**

**i) Administrative Report No. CS-003-2018 – Adoption of New Sign By-law**

Resolution No. 2018-047

Moved by: Councillor Jelly  
Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-003-2018; and

That Council acknowledges and approves the modifications to the proposed Sign By-law and directs staff to prepare the necessary by-law for a new Sign Policy for consideration at the February 20, 2018 Regular Council meeting.

**Carried**

**j) Administrative Report No. CS-004-2018 – Stop up and Close of Fourth Street and Disposition of Fourth Street**

Resolution No. 2018-048

Moved by: Councillor Jelly  
Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-004-2018;

That Council directs staff to provide the required notice and prepare the necessary by-law for the stopping up and closing a portion of Fourth Street being Part 1 as illustrated on Appendix 02 – Draft Reference Plan for consideration at the February 20, 2018 Regular Council meeting;

That Council directs staff upon adoption of a by-law to stop up and close to have said by-law registered at the Land Registry Office; and

That Council directs staff to prepare the necessary notice for a public meeting for the proposed disposition of Part 1 as illustrated on Appendix 02 –

Draft Reference Plan to be scheduled for the February 20, 2018 Regular Council meeting.

**Carried**

**k) Memo No. 002-2018-PPP – Amendment to By-law No. 2012-039 – Schedule “C” Fire Response Fees**

Resolution No. 2018-049

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 002-2018-PPP; and

That Council directs staff to prepare the necessary by-law to amend Schedule “C” of By-law No. 2012-039 to modify Fire Response Fees to read “*Current MTO vehicle/Emergency rates, plus any additional costs to the Fire Department or the City of Temiskaming Shores for each and every call*” for consideration at the February 6, 2018 Regular Council meeting.

**Carried**

**l) Memo No. 003-2018-PPP – Release of Request for Proposal for the acquisition of Self Contained Breathing Apparatus (SCBA)**

Resolution No. 2018-050

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 003-2018-PPP, more specifically Appendix 01 – Request for Proposal and Appendix 02 – General Specifications; and

That Council authorizes the Fire Chief to proceed with the release of the RFP and General Specifications.

**Carried**

**m) Administrative Report No. PPP-001-2018 – Volunteer Officer Appointments**

Resolution No. 2018-051

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PPP-001-2018; and

That Council hereby appoints Paul Courchesne as Volunteer Deputy District Chief, and Michel Laberge as Volunteer Captain to the Temiskaming Shores Fire Department in accordance with the *Volunteer Firefighter Hiring and Promotional Policy*.

**Carried**

**n) Memo No. 002-2018-PW – Data Sharing Agreement with Union Gas**

Resolution No. 2018-052

Moved by: Councillor Foley  
Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 002-2018-PW; and

That Council directs staff to prepare the necessary by-law and agreement with Union Gas Limited for Spatial GIS and Mapping data in electronic format for consideration at the February 6, 2018 Regular Council meeting.

**Carried**

**o) Memo No. 003-2018-PW – Public Works Strategic Plan (Draft)**

Resolution No. 2018-053

Moved by: Councillor Whalen  
Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 003-2018-PW; and

That Council acknowledges receipt of the draft for the Public Works Strategic Plan with the objective of providing feedback in preparation of the final draft to be considered at the February 20, 2018 Regular Council meeting.

**Carried**

**p) Memo No. 004-2018-PW – Traffic Impact Study (Hwy 65 & 11) – Release of Request for Proposal**

Resolution No. 2018-054

Moved by: Councillor Jelly  
Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 004-2018-PW;

That Council directs staff to finalize and release Request for Proposal PW-RFP-005-2018 for Professional Engineering Services to prepare a comprehensive Traffic Impact Study at the recommendation of the Ministry of Transportation in order to move forward with any future development along the Highway 11 or 65E corridor; and

That the cost of the Traffic Impact Study be funded through the Economic Development Reserve Fund.

**Carried**

**q) Memo No. 005-2018-PW – Master Electrician Agreement – LISAND Electrical Services**

Resolution No. 2018-055

Moved by: Councillor Jelly  
Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 005-2018-PW; and

That Council directs staff to prepare the necessary by-law to enter into a three (3) year Service Agreement with Lisand Electrical Services as a Master Electrician for consideration at the February 6, 2018 Regular Council meeting.

**Carried**

**r) Administrative Report No. PW-001-2018 – Purchase of Blower Attachment from Tenco Inc.**

Resolution No. 2018-056

Moved by: Councillor Whalen  
Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-001-2018;

That Council approves the purchase a blower attachment, as detailed in Request for Proposal PW-RFP-001-2018, from Tenco Inc. at a cost of \$107,507.00 plus applicable taxes; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the February 6, 2018, Regular Council meeting.

**Carried**

**16. By-laws**

Resolution No. 2018-057

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2018-008 Being a by-law to enter into an agreement with the **Township of Armstrong** for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive

By-law No. 2018-009 Being a by-law to enter into an agreement with the **Township of Chamberlain** for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive

By-law No. 2018-010 Being a by-law to enter into an agreement with the **Town of Cobalt** for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive

By-law No. 2018-011 Being a by-law to enter into an agreement with the **Municipality of Charlton and Dack** for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive

By-law No. 2018-012 Being a by-law to enter into an agreement with the **Township of Harley** for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive

By-law No. 2018-013 Being a by-law to enter into an agreement with the **Township of Hudson** for the acceptance of recyclable

materials at the Municipal Spoke Transfer Station on Barr Drive

By-law No. 2018-014 Being a by-law to enter into an agreement with **Phippen Waste Management** for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive

By-law No. 2018-015 Being a by-law to enter into a Licence Agreement with Union Gas to use the Spatial GIS and Mapping data in electronic format

By-law No. 2018-016 Being a by-law to amend By-law No. 2012-039 (Fee By-law) – Schedule “C” Fire and Protective Services

By-law No. 2018-017 Being a by-law to enter into a Tri-Party Agreement with Axium Infinity Solar LP and The Canada Life Assurance Company for Performance Security on lands leased for the Solar Generating Facility

By-law No. 2018-018 Being a by-law to enter into a Purchase Agreement with Tenco Inc. for the purchase and delivery of a Two Stage Dual Auger Blower Attachment

By-law No. 2018-019 Being a by-law to enter into a Service Agreement with LISAND Electrical Services for a Master Electrician

By-law No. 2018-020 Being a by-law to authorize the Purchase of Land from Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure (South Half of Gray Road, Part 16 on Plan 54R-6007, Dymond Township)

By-law No. 2018-021 Being a by-law to amend By-law No. 2015-170 (Funding Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Health and Long-Term Care to support Healthy Kids Community Challenge)

By-law No. 2018-022 Being a by-law to authorize the Disposition of Land to the Timiskaming District Housing Corporation, Part of the North ½ of Lot 9, Concession 3, Township of Dymond, City of Temiskaming Shores, District of Timiskaming, designated as Parts 1 and 2 on Plan 54R-6021

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2018-058

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that:

By-law No. 2018-008;

By-law No. 2018-009;

By-law No. 2018-010;

By-law No. 2018-011;

By-law No. 2018-012;

By-law No. 2018-013;

By-law No. 2018-014;

By-law No. 2018-015;

By-law No. 2018-016;

By-law No. 2018-017;

By-law No. 2018-018;

By-law No. 2018-019;

By-law No. 2018-020;

By-law No. 2018-021; and

By-law No. 2018-022

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

**Carried**

**17. Schedule of Council Meetings**

- a) Regular – Tuesday, February 20, 2018 at 6:00 p.m.
- b) Regular – Tuesday, March 6, 2018 at 6:00 p.m.

**18. Question and Answer Period**

None

**19. Closed Session**

Resolution No. 2018-059

Moved by: Councillor Jelly  
Seconded by: Councillor Foley

Be it resolved that Council agrees to convene in Closed Session at 7:25 p.m. to discuss the following matters:

- a) **Adoption of the December 5, 2017 – Closed Session Minutes**
- b) **Adoption of the December 19, 2017 – Closed Session Minutes**
- c) **Adoption of the January 9, 2018 – Closed Session Minutes**
- d) **Under Section 239 (2) (c) of the Municipal Act, 2001 – a potential acquisition of land – 884045 Highway 65 West**
- e) **Under Section 239 (2) (c) of the Municipal Act, 2001 – a potential disposition of land – Lot 25 – Dymond Industrial Park**

**f) Under Section 239 (2) (d) of the Municipal Act, 2001 – labour relations – Human Resources Update**

**Carried**

Resolution No. 2018-060

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council agrees to rise with report from Closed Session at 7:56 p.m.

**Carried**

**Matters from Closed Session**

**a) Adoption of the December 5, 2017 – Closed Session Minutes**

Resolution No. 2018-061

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that Council approves the December 5, 2017 Closed Session Minutes as printed.

**Carried**

**b) Adoption of the December 19, 2017 – Closed Session Minutes**

Resolution No. 2018-062

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that Council approves the December 19, 2017 Closed Session Minutes as printed.

**Carried**

**c) Adoption of the January 9, 2018 – Closed Session Minutes**

Resolution No. 2018-063

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that Council approves the January 9, 2018 Closed Session Minutes as printed.

**Carried**

- d) **Under Section 239 (2) (c) of the Municipal Act, 2001 – a potential acquisition of land – 884045 Highway 65 West**

Council provided direction to staff in closed session.

- e) **Under Section 239 (2) (c) of the Municipal Act, 2001 – a potential disposition of land – Lot 25 – Dymond Industrial Park**

Council provided direction to staff in closed session.

- f) **Under Section 239 (2) (d) of the Municipal Act, 2001 – labour relations – Human Resources Update**

Council were made aware of various Human Resource issues in closed session.

**20. Confirming By-law**

Resolution No. 2018-065

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that By-law No. 2018-023 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular Meeting held on **February 6, 2018** be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2018-066

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that By-law No. 2018-023 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**21. Adjournment**

Resolution No. 2018-067

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 7:59 p.m.

**Carried**

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Mayor – Carman Kidd

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Clerk – David B. Treen

**Groom Drive**

**Silver Centre Road**

**Thomas Tobler**

**Nicholas Tobler**

**Quehe Residence**

**Unopened Fourth St.**



# Disposition of Municipal Land



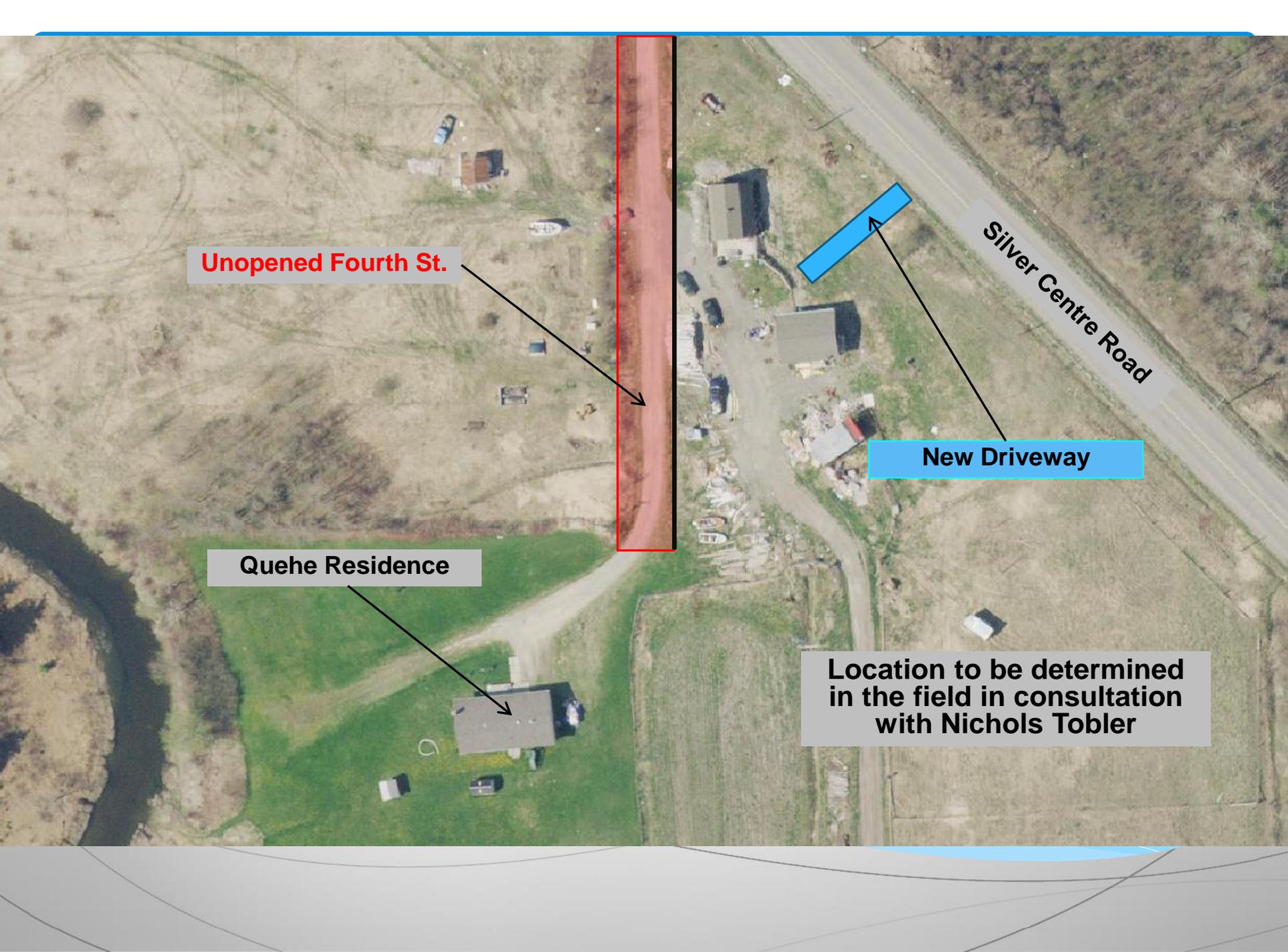
## Background

- Council considered correspondence from David and June Quehe (9752020 Silver Centre Rd.) and Admin Report PW-024-2017 at the July 11, 2017 Regular Council mtg. (closed session).
- Council rose with report from Closed and carried Resolution No. 2017-300 directing staff to initiate the process to sell the lands to David and June Quehe;
- In September staff retained the services of Surveyors on Site for the purpose of preparing a legal reference plan that would permit the stopping up and closing of that portion of Fourth Street as well as a legal description required to transfer the property.
- In mid August 2017 a site visit was held with Mr. Nicholas Tobler in regards to this matter.

# Disposition of Municipal Land



- Admin Report CS-004-2018 (Feb. 6/18); Council directed staff to prepare the necessary notices for a public meeting for both the stopping up and closing as well as the potential disposition of municipal land to be held on Feb. 20/18.
- In accordance with Disposition of Land Policy (B.L. 2015-060) it is the intent to sell this portion of road allowance at a nominal fee to ensure that the residence at 975202 has access to a year round municipally maintained roadway (SCR).
- In addition, Public Works has allocated funds within their operational budget and will construct an alternative driveway for Mr. Nicholas Tobler with direct access to Silver Centre Road; install a paige wire farm fence along the east boundary and a swale ditch for drainage purposes.



**Unopened Fourth St.**

**Quehe Residence**

**New Driveway**

**Location to be determined  
in the field in consultation  
with Nichols Tobler**

**Silver Centre Road**

# Disposition of Municipal Land



## **Next Steps** – *conditional on public input*

- Depending on comments received this evening, anticipate preparation of an Admin Report recommending the adoption of a by-law for the stopping up and closing of Fourth Street as well as a by-law for the sale of Fourth Street to David and June Quehe.

# Thank You!

February 2, 2018

## **Call to Action - Fire Medic Protection Needed for Municipal Governments**

There is only a narrow opportunity before the provincial election for municipal governments to get legislated protection from arbitrators imposing fire medic pilots or programs on unwilling municipalities. This legislative opportunity is having this protection included in the upcoming Budget Bill expected in March or April 2018.

Bill 160, the *Strengthening Quality and Accountability for Patients Act*, is now law without the legislative amendments AMO and its members demanded to be included. The Province may assume that this issue has gone away with the legislation now in place.

It has not and now the risk is more dire. We need your voice now to secure these legislative changes before the House rises this spring. The window for any new legislation is closing soon – the Budget Bill is likely our last chance.

Please review and support the attached draft resolution. Please send it immediately to the Premier, and copy the Ministers and your local MPP. (See e-contacts below that will help you do this).

Your strong voice and support on this significant issue is needed and welcome.

Who to send resolution to:

- a. Office of the Premier, [Honourable Kathleen Wynne](#)
- b. Minister of Health and Long Term Care, [Honourable Dr. Eric Hoskins](#)
- c. Minister of Community Safety and Correctional Services, [Honourable Marie-France Lalonde](#)
- d. Minister of Labour, [Honourable Kevin Flynn](#)
- e. Minister of Municipal Affairs, [Honourable Bill Mauro](#)
- f. Your local MPP
- g. AMO, [AMO President](#).

### **AMO Contact**

Monika Turner  
Director of Policy

## Draft Fire Medic Resolution for Council's Consideration

**Whereas** Bill 160, the *Strengthening Quality and Accountability for Patients Act* amended the *Ambulance Act* to permit the Ministry of Health and Long Term Care to enable two pilot projects hosted by willing municipal governments to allow fire fighters, certified as paramedics, to treat patients while on duty with a fire department; and

**Whereas** the Government of Ontario is committed to proceeding with the pilots and enabling the fire-medical model despite the absence of objective evidence to show that it would improve patient outcomes or response times; and

**Whereas** the current interest arbitration model, particularly in the fire services sector, allows arbitrators to impose awards on unwilling employers that directly impact the employer's ability to determine how it will deploy its workforce, as evidenced by the experience of many municipalities in regards to the 24-hour shift; and

**Whereas** in the absence of legislative protection, unwilling municipalities may be forced to enter into a pilot or adopt a fire-medical model as a result of interest arbitration; and

**Whereas** the Association of Municipalities of Ontario and its municipal members have called on the Government of Ontario to introduce legislative amendments to the *Fire Protection and Prevention Act, 1997* and the *Ambulance Services Collective Bargaining Act* to preclude arbitrators from expanding the scope of work for fire fighters and paramedics respectively through interest arbitration awards; and

**Whereas** there is precedent for a restriction on the scope of jurisdiction of arbitrators in section 126 of the *Police Services Act* which precludes arbitrators from amending the core duties of police officers; and

**Whereas** the Government of Ontario has committed that no unwilling municipal government will have a fire-medical pilot or program imposed upon them.

**Now therefore** be it resolved that:

1. The [insert municipality name] calls on the Government of Ontario to act immediately so that legislative amendments, that will protect unwilling municipalities from being forced by arbitrators to have a fire medical pilot or program, are placed within the upcoming Budget Bill before the Ontario Legislature rises for the provincial election.
2. A copy of this resolution be forwarded to Premier Kathleen Wynne, Office of the Premier; Hon. Dr. Eric Hoskins, Minister of Health and Long Term Care; Hon. Marie-France Lalonde, Minister of Community Safety and Correctional Services; Hon. Kevin Flynn, Minister of Labour, Hon. Bill Mauro, Minister of Municipal Affairs; [local members of provincial parliament]; and the Association of Municipalities of Ontario.



Mayor Carmen Kidd  
Temiskaming Shores  
325 Farr Drive  
Haileybury, ON P0J 1K0

January 29, 2018

Dear Mayor Kidd:

Re. Epilepsy Month – March

I am writing to you today on behalf of those in the Temiskaming Shores area affected by seizures (epilepsy). March is Epilepsy Awareness Month which is celebrated throughout Canada, coast to coast. We are inviting Temiskaming Shores to help us participate in this unique event that is supported throughout the country.

We would like you to declare March Epilepsy Month in Temiskaming Shores area. The Centre will supply staff and council members with a purple ribbon or badge to wear during the week of March 26<sup>th</sup>. Of course we hope you will be encouraging all citizens to wear a lavender ribbon in support of epilepsy. Finally, we would like to ask if it would be possible to promote “*March 26<sup>th</sup> Purple Day for Epilepsy*” on any community owned billboards.

Please feel free to contact me at (705) 264-2933 for further discussion. Thanking you ahead.

Yours sincerely,

Rhonda Latendresse  
Executive Director  
sabicrl@eastlink.ca



February 6, 2018

The City of Temiskaming Shores

Mr. Carman Kidd, mayor:

On January 21<sup>st</sup>, Temiskaming Shores offered me a plaque for Bénévole de l'année during a special brunch organised by l'Association canadienne-française de l'Ontario. I wish to thank you for your gesture.

This recognition is especially significant because it was offered to me by municipal representatives who spend a lot of time and energy towards improving the quality of life of our community. If I was able to do my small part toward this objective, it makes me happy!

Please thank Patricia Hewitt who presented the plaque on your behalf. Her warm presence makes her an excellent ambassador for Temiskaming Shores. Speaking in French was a much appreciated gesture.

I intend to continue contributing to the well-being of our community. Please receive my appreciation for all the work you do.

Yours truly

Marc Dumont



## **A WAY NORTH: A CAMPAIGN TO REVIVE ONTARIO NORTHLAND RAIL PASSENGER SERVICE**

All Aboard Northern Ontario, a grassroots citizens' advocacy group, is developing a conceptual plan to identify the requirements for recreating a viable and sustainable Toronto-North Bay-Cochrane rail passenger service, as well as needed improvements to other rail and intercity bus services across Northeastern Ontario.

With a population of approximately 750 000 people (north of Toronto), the route of the discontinued *Northlander* is arguably one the most densely populated corridors in Central and Northeastern Ontario. Yet, due to significant reductions in rail, bus, and air services since 1990, many of the region's seniors, students, and medical patients are faced with fewer intercommunity transportation options required to travel many hundreds of kilometres, resulting in an increased level of isolation.

Utilizing the services and expertise of veteran railway consultant Greg Gormick, All Aboard Northern Ontario will present a practical and credible transportation solution to make the case for a revived passenger train service throughout the corridor previously served by the discontinued *Northlander*.

The concept plan must ask and answer these basic questions:

- (1) Why was the *Northlander* discontinued?
- (2) How can the issues leading to the *Northlander's* discontinuance be overcome?
- (3) What are the equipment and service options for a revived service?
- (4) How much will it cost to revive the Toronto-North Bay-Cochrane service?
- (5) How long will it take to revive this service?
- (6) What are the steps necessary to make this happen?
- (7) How can Northern Ontarians assist in making this happen?

## OBJECTIVES

- Present the short-, mid- and long-range scenarios for the reinstatement of service on the route of the former *Northlander*, with the Ontario Northland Transportation Commission (ONTC) as the service provider
- Identify one-time investments and ongoing funding needed to fulfill this service (including, but not limited to, equipment purchases, rail infrastructure upgrading and capacity expansion, and day-to-day operation of the train)
- Identify the region's existing public transportation services and how they will compliment and feed the revived ONTC rail service
- Utilize this concept plan to mobilize elected officials and the general public

## EXPENSES

- Data collection and research
- Preparation of a conceptual plan and PowerPoint presentation
- Promotion of the concept through town hall meetings
- Media outreach
- ONTC outreach
- Engagement with municipal, provincial and federal politicians, and candidates
- Travel-related expenses for the town hall and political engagement aspects of the project, including:
  - Lodging
  - Travel costs
  - Promotion
- Hall rentals for public meetings in: District of Cochrane  
District of Temiskaming  
District of Nipissing  
District of Parry Sound (Almaguin)  
District of Muskoka  
**Preliminary Budget: \$10,000**

## SUCCE TO DATE

Within three months of launching All Aboard Northern Ontario, the organization has accumulated nearly 300 subscribers and 117+ social media followers. We have gained mainstream media attention across the province (see attachments).

Opposition parties at Queen's Park have identified the revival of rail passenger service in Northeastern Ontario as a priority in their platforms, and All Aboard Northern Ontario has played a role in stimulating this interest and commitment.

In short, the timing for the development of a concept plan to facilitate the reinstatement of an ONTC rail passenger service couldn't be better.

The concept plan is vital to All Aboard Northern Ontario's drive to reach out to the public and the media, demonstrating to our elected officials and candidates how modern, affordable and reliable rail passenger service in Central and Northeastern Ontario can and should be an effective transportation solution for our region.

Yours sincerely,

Éric Boutilier,  
Founder,  
All Aboard Northern Ontario.

January 25, 2018



Sylvie Lamothe  
Area Coordinator, Timmins  
Heart & Stroke Foundation

9 February 2018

Mayor Carman Kidd  
City of Temiskaming Shores  
325 Farr Drive, P.O. Box 2050  
Haileybury, ON  
P0J 1K0

Dear Mayor Carman Kidd and the Temiskaming Shores Council,

We are happy to announce that Big Bike is coming back to Temiskaming Shores on May 10th, 2018 and will be partnering with Waterfront Inn as our host site. I am emailing to ask for permission to use the attached routing. I will also be contacting the Timmins Police Department for an escort as in past years.

I am also putting out a challenge out to each of the Timmins and District communities the Big Bike will be in this year. Does your council and staff have the most spirit? Can you win the Community with Spirit award? The Bike will be riding in Timmins, Kapuskasing, Smooth Rock Falls, and Temiskaming Shores. There will be criteria for points such as having a full bike, wearing costumes to show your spirit, and the team who raises the most funds. Are you in? Does Temiskaming Shores have the most Community spirit?

What is Big Bike? It is one bike. 30 seats. 20 minutes. 2kms. One great team working to create more survivors! The Heart&Stroke Big Bike is a team event geared towards companies, community organizations and groups. Teams are made up of 29 enthusiastic riders who each commit to raise \$50 or more to support heart disease and stroke research. On event day, one of our drivers will accompany you as you pedal through your community and celebrate your accomplishments!

Sign up for Big Bike today at [www.bigbike.ca](http://www.bigbike.ca) or contact me at 705-267-4645.

Just imagine how you'll feel when you ride the Big Bike...laughing, smiling, and celebrating! That's what you'll help give back to people who are touched by heart disease and stroke by fundraising. Most teams raise between \$2,000 and \$3,000 dollars. Try to do the same so that together, we can create more survivors.

I am looking forward to hearing from you.

Sincerely yours,

Sylvie Lamothe  
Area Coordinator, Timmins

**Temiskaming Shores/New Liskeard Route**

- Starting at the Waterfront Inn
- Go up Armstrong towards Whitewood
- Left onto Whitewood
- Left onto Paget which turns into Lakeshore
- Left on Melville Street which turns into Fleming Drive
- Left on Wellington back to the Waterfront Inn

**Ministry of Agriculture,  
Food and Rural Affairs**

**Ministère de l'Agriculture, de  
l'Alimentation et  
des Affaires rurales**

4<sup>th</sup> Floor  
1 Stone Road West  
Guelph, Ontario N1G 4Y2  
Tel: 1-877-424-1300  
Fax: 519 826-3398

4<sup>e</sup> étage  
1 Stone Road West  
Guelph (Ontario) N1G 4Y2  
Tél. : 1-877-424-1300  
Télééc. : 519 826-3398



## **Rural Programs Branch**

February 15, 2018

Our File: OCIF AC4-4021

Christopher Oslund, City Manager  
City of Temiskaming Shores  
PO Box 2050, 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0  
coslund@temiskamingshores.ca

Dear Christopher Oslund,

### **Re: Ontario Community Infrastructure Fund (OCIF) Top-Up Application Component – 2017 Intake**

Thank you for your application under the 2017 OCIF Top-up Application Component.

I am writing to inform you that the selection process for the 2017 OCIF Top-Up Application Component intake is now complete. Applications were reviewed and assessed based on the criteria outlined in the program guidelines. Following a detailed review of the application and supporting materials you submitted, the 2018 Temiskaming Shores Roads Rehabilitation project was unfortunately not selected for funding. The ministry received hundreds of applications, and at this time, demand for the program exceeds available funding. While this project was not selected for funding under this intake, your municipality will be receiving \$858,251 in formula-based funding from 2018 to 2020 to put towards important local infrastructure projects.

We used an evidence-based approach and relied on the advice of a multi-ministry review team in the assessment process. Projects were assessed primarily on health and safety criticality, as well as demonstrated financial need and completeness of asset management plans.

Staff are available to provide additional details on your project's assessment, including a summary of how your project was assessed and areas of focus that may strengthen future applications. Should you have any questions, please do not hesitate to contact your Project Analyst, Joseph Dubonnet, via email [Joseph.Dubonnet@ontario.ca](mailto:Joseph.Dubonnet@ontario.ca) or by calling (519) 826-4164 or 1-877-424-1300.



Good Things  
Grow in Ontario  
À bonne terre,  
bons produits



Ontario is committed to helping small, rural and northern communities address critical infrastructure challenges. This commitment includes increasing the formula-based funding under OCIF to \$200 million per year by 2019 and making approximately \$100 million per year available for annual application intakes.

The 2018 OCIF Top-up Application Component intake is expected to launch this spring. We will be in contact with eligible applicants prior to the launch to provide application submission information.

Thank you for your interest in the OCIF Top-up Application Component.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Locklin', written in a cursive style.

Joel Locklin  
Manager, Infrastructure Renewal Programs

## HAILEYBURY FOOD BANK REPORT

JANUARY 1ST 2017 TO NOVEMBER 30, 2017

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

COPY TO:       CAPTAINS WARRICK PILGRIM AND MRS PILGRIM SALVATION ARMY

COPY TO:       FATHER WAYNE MILLS, TEMISKAMING PASTORAL COMMITTEE

DATE:	NUMBER OF				NEW
HOUSEHOLDS:	ADULTS	CHILDREN	FOOD	NEW	CLIENTS.
		UNDER 16			
JAN. 2017`	53	79	27	540	---
FEB. 2017	44	72	23	484	---
MAR. 2017	55	75	24	654	3
APR. 2017	59	90	25	717	4
MAY 2017	60	85	26	678	4
JUNE 2017	64	95	29	718	6
JULY 2017	51	82	21	571	1
AUG. 2017	64	98	20	758	8
SEPT. 2017	54	85	29	638	7
OCT. 2017	44	71	22	515	7
NOV. 2017	64	101	33	766	6
	---	---	---	---	---
<b>SUB TOTAL:</b>	<b>612</b>	<b>933</b>	<b>279</b>	<b>7039</b>	<b>46</b>
<b>TOTAL:</b>	<b>612</b>	<b>782</b>	<b>279</b>	<b>7039</b>	<b>46</b>

HAILEYBURY FOOD BANK

(2)

JAN. TO NOV. 2017

RESPECTFULLY SUBMITTED THIS 11<sup>TH</sup> DAY OF DECEMBER 2017

*Patricia Wilson*  
PATRICIA WILSON, HAILEYBURY FOOD BANK COMMITTEE

C.C. TAMMIE CALDWELL, DIRECTOR LEISURE SERVICES

CLAIRE HENDRIKX, TEMISKAMING FOUNDATION

KELLY KRAMP, CHAIRMAN, TEMISKAMING FOOD ACTION, BY EMAIL

# HAILEYBURY FOOD BANK

## VOLUNTEER HOURS

JANUARY 1217 TO NOVEMBER 30, 2017

Jan. 2017 & Misc, painting, carpenter, grocery shopping included	145.0	
Feb. 2017 & Painting, carpenter	152.0	
March, 2017 & painting	215.0	
April, 2017 & food drive FARM SHOW,	99.0	
May, 2017 &painting, carpenter,	135.0	
June, 2017 Regular	84.5	
July. 2017 Preparing for new floor	98.0	
August 2017	106	
September, 2017 & shopping	98.5	
October , 2017 & Volunteers Door to Door Food Drive & sorted	112.5 60.0	
November, 2017	97.00	....2

HAILEYBURY FOOD BANK

PAGE 2

JANUARY 1<sup>ST</sup>, TO NOVEMBER 30, 2017

HOURS

**TOTAL HOURS:**

**1,402.50**

RESPECTFULLY SUBMITTED:

THIS 11<sup>TH</sup> DAY OF DECEMBER, 2017

*Patricia Wilson*

PATRICIA WILSON, HAILEYBURY FOOD BANK COMMITTEE

C.C. TO: MAYOR CARMAN KIDD & COUNCILLORS  
TAMMIE CALDWELL, DIRECTOR, LEISURE SERVICES,  
CAPTAINS WARRICK PILGRIM & MRS. PILGRIM  
SALVATION ARMY  
FATHER WAYNE MILLS, TEMISKAMING  
PASTORAL COMMITTEE  
CLAIRE HENDRIKX, TEMISKAMING FOUNDATION  
KELLY KRAMP, CHAIRMAN, TEMISKAMING FOOD ACTION BY  
EMAIL

**1. CALL TO ORDER**

- Meeting called to order at 10:07 a.m.

**2. ROLL CALL**

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Mayor Carman Kidd | <input type="checkbox"/> John McCarthy               | <input checked="" type="checkbox"/> Joel Breault |
| <input checked="" type="checkbox"/> Chris Oslund      | <input type="checkbox"/> Derrick Buffam (Alt.)       | <input type="checkbox"/> Monique Chartrand       |
| <input checked="" type="checkbox"/> Timothy Uttley    | <input checked="" type="checkbox"/> Thomas McLean    | <input checked="" type="checkbox"/> Maria McLean |
| <input checked="" type="checkbox"/> Kelly Conlin      | <input checked="" type="checkbox"/> Airianna Misener | <input type="checkbox"/> Emily Disley            |
| <input checked="" type="checkbox"/> Brad Hearn        |  |  |

**3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA**

- None

**4. APPROVAL OF AGENDA**

Recommendation EMPC-2017-008

Moved by: Mayor Carman Kidd

Be it resolved that:

The Emergency Management Program Committee agenda for the December 7, 2017 meeting is approved as printed.

**Carried**

**5. REVIEW AND ADOPTION OF PREVIOUS MINUTES**

Recommendation EMPC-2017-009

Moved by: Thomas McLean

Be it resolved that:

The Emergency Management Program Committee minutes of the September 28<sup>th</sup>, 2017 meeting be adopted as presented.

**Carried**

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

- None

**7. DELEGATIONS**

- None

**8. CORRESPONDENCE**

- Fire Marshal and Chief, Emergency Management, Ontario's New Emergency Management Action Plan – Presented as information.

**9. UNFINISHED BUSINESS**

**9.1** MECG Annual Training/Exercise – Friday, December 1<sup>st</sup>, 2017

- Note taking during activities of the MECG.

**Discussion:**

The committee discussed note taking practices that took place during the annual MECG exercise. The Fire Chief will work towards establishing a standard for note taking directions.

- IMS 100 for MECG/EMPC members.

**Discussion:**

The Fire Chief will compile a summary of members that have taken the IMS 100 training and members who still need to take the course.

- Hazard Identification Risk Assessment Support Plans (Oil Natural Gas Emergency (Pipeline))

**Discussion:**

The committee discussed initiating the development of emergency response checklists (support plans) to address the hazards identified in the HIRA. A sample document was reviewed and a draft support plan will be developed to support Oil Natural Gas Emergencies and brought back to the committee at a later meeting for review.

- Establish pre-printed activity log for flip chart and/or electronic means.

**Discussion:**

The committee reviewed a sample activity log. The committee supported the Fire Chief's suggestion on establishing a pre-printed log for each event listed under the HIRA. Brad Hearn will look at a file sharing database that can be utilized among the committee.

- Emergency Response Plan, Annex B – Notification of Public.

**Discussion:**

The Fire Chief made the committee aware that Annex B Notification to Public as outlined in the Emergency Response Plan has not been updated since 2004. The committee discussed various communication strategies such as, social media and a combined effort with surrounding agencies like the Ontario Provincial Police to notify the public in the event of an Emergency.

## 9.2 Business Continuity Planning

**Discussion:**

The Fire Chief made the committee aware that work will begin on the Business Continuity Plan.

## 9.3 Annual Program Review

**Discussion:**

As part of the Annual Program Review, the Fire Chief outlined completed items and identified areas of concern. The Fire Chief expressed his appreciation for the group's on-going contribution and noted that it is a great program.

## 10. NEW BUSINESS

### 10.1 Emergency Preparedness Week 2018

**Discussion:**

The Fire Chief was seeking the committees input for a 2018 Emergency Preparedness Week. The committee discussed the possibility of conducting a public notification exercise as part of the City's Mock Training Exercise compliance requirements. The committee agreed that it would be a good exercise and suggested looking at the possibility to combining the MCEG Mock Exercise training, with a public Education Campaign during Emergency Preparedness Week. The Chair and CEMC will discuss some ideas and report back to the committee.

## 10.2 MCEG Training 2018

**Discussion:** CANWARN Training.

As per the committee's suggestion, staff will look into CANWARN training opportunities and advise the committee at a future meeting.

## 11. SCHEDULE OF MEETINGS

- Thursday, March 10, 2018 – 10:00 a.m.
- Thursday, June 14, 2018 – 10:00 a.m.
- Thursday, September 13, 2018 – 10:00 a.m.
- Thursday, December 13, 2018 – 10:00 a.m.

## 12. ADJOURNMENT

Recommendation EMPC-2017-010

Moved by: Christopher Oslund

Be it resolved that:

The Emergency Management Program Committee meeting is adjourned at 10:48 a.m.

**Carried**

\_\_\_\_\_  
**CHAIR**

\_\_\_\_\_  
**RECORDER**



## MINUTES

### Timiskaming Health Unit Board of Health

Regular Meeting held on December 6, 2017 at 6:30 P.M.

Vienna's Bar & Grill, Kirkland Lake

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

2. **ROLL CALL**

**Board of Health Members**

Carman Kidd	Chair, Municipal Appointee for Temiskaming Shores
Tony Antoniazzi	Vice-Chair, Municipal Appointee for Town of Kirkland Lake
Kimberly Gauthier	Municipal Appointee for Township of Armstrong, Hudson, James, Kerns & Matachewan
Merrill Bond	Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart
Mike McArthur	Municipal Appointee for Temiskaming Shores
Jean-Guy Chamailard	Municipal Appointee for Town of Kirkland Lake
Jesse Foley	Municipal Appointee for Temiskaming Shores
Audrey Lacarte	Municipal Appointee for Township of Brethour, Harris, Harley & Casey, Village of Thornloe

**Regrets**

Maria Overton	Provincial Appointee
Kathleen Bougie	Municipal Appointee for Township of Larder Lake, McGarry & Gauthier
Sue Cote	Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami, and Township of Coleman
Vacant	Provincial Appointee
Dr. Alex Hukowich	Medical Officer of Health (A)

**Timiskaming Health Unit Staff Members**

Randy Winters	Director of Corporate Services, CEO (A)
Kerry Schubert-Mackey	Director of Community Health
Rachelle Cote	Executive Assistant

3. **APPROVAL OF AGENDA**

**MOTION #69R-2017**

Moved by: Tony Antoniazzi

Seconded by: Merrill Bond

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on December 6, 2017, as presented.

CARRIED

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

None.

5. **APPROVAL OF MINUTES**

**MOTION #70R-2017**

Moved by: Jesse Foley

Seconded by: Audrey Lacarte

Be it resolved that the Board of Health approves the minutes of November 1, 2017, as presented.

CARRIED

6. **BUSINESS ARISING**

None

7. **FINANCE UPDATE**

a. **2017 Public Health Funding Approval**

A chart of the 2017 approved allocations was distributed to the Board for review and information.

b. **Operational Surplus**

**MOTION #71R-2017**

Moved by: Jesse Foley

Seconded by: Tony Antoniazzi

Be it resolved that the Board of Health approves the return of any surplus over \$1,000,000 as of December 31, 2016, in the same percentage as contributed.

CARRIED

8. **NEW BUSINESS**

None

**9. CORRESPONDENCE****MOTION #72R-2017**

Moved by: Kim Gauthier

Seconded by: Audrey Lacarte

The Board of Health acknowledges receipt of the correspondence for information purposes;

- The Regional Municipality of Durham  
Letter to Honourable Kathleen Wynne to request the Government of Ontario to amend the Publicly Funded Immunization Schedule such that vaccinations recommended for child care workers by MOH be publicly funded.
- Thunder Bay District Health Unit  
Letter to Dr. Hoskins urging provincial action to address the potential health harms from the modernization of alcohol retail sales in Ontario. Resolution #85-2017 to request the government to fulfil its commitment to develop a provincial strategy to minimize harm and support the safe consumption of alcohol.
- City of Temiskaming Shores  
Letter to Dr. Hoskins to express concerns with the recommendations of the Expert Panel on Public Health.
- Elgin St. Thomas Public Health  
Letter to the Attorney General of Ontario to applaud the Province of Ontario for releasing their plans for regulating cannabis once it is federally legalized and to also urge the Province to use a public health approach in setting packaging and advertising restrictions.
- Grey Bruce Health Unit  
-Letter to Dr. Hoskins, considering the correspondence of Peterborough Public Health and Leeds, Grenville and Lanark District Health Unit, calling for transparency regarding the indicators of success of the newly implemented Healthy Menu Choices.  
-Letter to Dr. Hoskins, considering the correspondence of Leeds, Grenville and Lanark District Health Unit, requesting that the province reconsider the decision to eliminate the funding for the Health Promotion Resource Centres to be replaced with annual competitive grants.
- Simcoe, Muskoka District Health Unit  
Letter to Dr. Hoskins to commend the Executive Steering Committee of the recently released *Smoke-Free Ontario Modernization* report and the evidence-based recommendations, supports and strategies to reduce tobacco use to less than 5% by year 2035.
- KFL&A Public Health  
Motion sent to Dr. Hoskins to recommend the MOHLTC provide and support an updated Nutritious Food Basket Protocol with the modernized OPHS to ensure consistent data collection and methodology for community-level food costing across the province.
- Algoma Public Health  
Letter to Dr. Hoskins urging provincial action to address the potential health harms from the modernization of alcohol retail sales in Ontario and request the government to develop a comprehensive provincially led strategy to mitigate the harms of alcohol.
- Peterborough Public Health  
Letter to Ministry of Health to commend the Federal Government for identifying the

restrictions or marketing of unhealthy foods to children under 17 as a priority for action and to request that caffeinated energy drinks and other foods and beverages, high in caffeine and sugar, be included and federal regulation to include the restriction of sales to children and youth.

- The Regional Municipality of Durham

-Letter to Honourable Kathleen Wynne to express support for the implementation of the recommendations contained in the *Report of the Rowan's Law Advisory Committee*.

-Letter to Honourable Kathleen Wynne to urge the province to not adopt any or all of the recommendations of the Minister's Expert Panel and the correspondence from ALPHa highlighting its concerns be endorsed.

10. **IN-CAMERA**

**MOTION #73R-2017**

Moved by: Jean-Guy Chamaillard

Seconded by: Mike McArthur

Be it resolved that the Board of Health agrees to move in-camera at 6:45 p.m. to discuss the following matters under section 239 (2):

- a. In-Camera Minutes (November 1, 2017)
- b. MOH Recruitment Update
- c. Identifiable Individual

CARRIED

11. **RISE AND REPORT**

**MOTION #74R-2017**

Moved by: Tony Antoniazzi

Seconded by: Jean-Guy Chamaillard

Be it resolved that the Board of Health agrees to rise with report at 6:58 p.m.

CARRIED

**In-Camera Minutes**

**MOTION #75R-2017**

Moved by: Jesse Foley

Seconded by: Audrey Lacarte

Be it resolved that the Board of Health approves the in-camera minutes of meeting held on November 1, 2017 as presented.

CARRIED

**Acting MOH Appointment**

**MOTION #76R-2017**

Moved by: Merrill Bond

Seconded by: Kim Gauthier

Be it resolved that the Board of Health appoints Dr. Glenn Corneil as Acting MOH for the period of January 1, 2018 to June 30, 2018.

And to increase Randy Winters' Holidays by two weeks in lieu of any increase in wages as the Acting CEO.

CARRIED

12. **DATES OF NEXT MEETINGS**

The next Board of Health meeting will be held on February 7, 2018 at 6:30 p.m. in Englehart.

13. **ADJOURNMENT**

**MOTION #77R-2017**

Moved by: Mike McArthur

Seconded by: Jesse Foley

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 7:00 p.m.

CARRIED

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Carman Kidd, Board Chair

---

Rachelle Cote, Recorder

## Report Content

- [Year-End Program Highlights](#)
- [Upcoming Events](#)
- [HR Update](#)

This report focuses on fourth quarter program activity highlights as well as some year-to-date information.

The fourth quarter at THU started with Cultural Humility training for all staff. This training brought a Cultural Humility Specialist to Timiskaming through a collaboration with the Ontario Public Health Association.

With the impending new [Ontario Public Health Standards](#) (effective Jan. 2018), Public Health Units are preparing to submit an annual service plan for all programs (new requirement). Supporting guidelines and protocols for the standards are being released in phases into early 2018. A Ministry Task Force is being established to support a new Public Health Indicator Framework for program outcomes.

Throughout 2017, staff worked on multiple topics and the diversity of work included population health surveillance, clinical service delivery, inspection and work with numerous stakeholders on programs and policies that support healthy behaviours and healthy communities. Underpinning our population health promotion and protection work is a focus on root-cause interventions and addressing the social determinants of health that contribute to health inequities.

While this report focuses on what has been accomplished to date, a few things *on our radar* include:

- [Office of the Auditor General of Ontario -Annual Report 2017 Vol 1](#) Value For Money Audit , Public Health: Chronic Disease Prevention (Dec. 2017)
- Ontario Income Security Reform- [Recommendations Report](#) (Nov. 2017)
- Association of local Public Health agencies (alPHA) [Election-Policy-Priorities-to-Government](#)
- *Designing Healthy Living* – [The Chief Public Health Officer’s Report on the State of Health in Canada – 2017](#)

## Year-End Program Highlights

### Population Health Assessment, Surveillance, Research & Knowledge Exchange

Fourth quarter/2017 highlights include:

Connected with our Northeast Health Unit peers and Indigenous Partners to support research on ways to effectively engage First Nations to improve community Health. [Locally Driven Collaborative Project \(LDCP\)](#)

Participated in Mamow Ayahmowen: Northern Ontario Indigenous Health Information Partnership, an initiative funded through the Health Services Integration Fund of Health Canada.

Developed and disseminated the fall edition of our local Health Care Provider Newsletter: [Public Health Matters](#)

Completed over 28 population health data summaries and reports in 2017, this data is used and shared by all programs to influence and inform healthy public policy and programs.

## Chronic Disease, Injury & Substance Misuse Prevention

Nearly all activities for 2017 were carried out as planned. A small number of activities were deferred to 2018 in response to higher priority opportunities that arose in 2017 or to staff turnover.

### Increase levels of physical activity among children and youth and make active living easier in our communities:

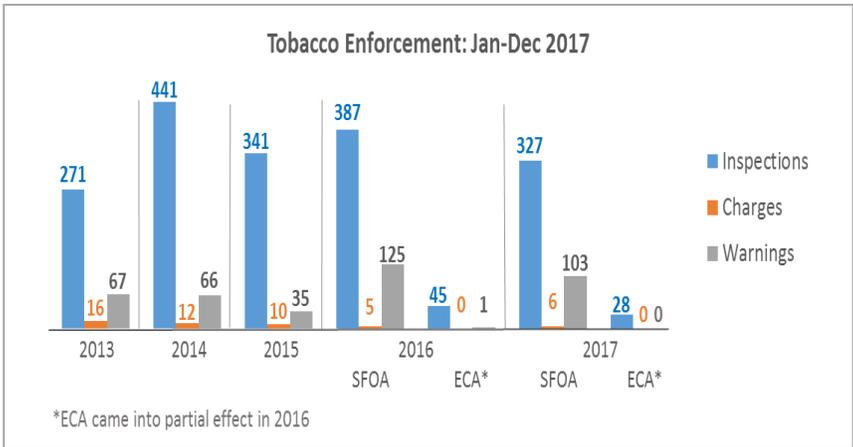
- Facilitated training 5 local cyclists in CANBike instructor training
- Participated in Age Friendly Community efforts for Temiskaming Shores and the Town of Kirkland Lake

### Increase supportive environments for healthy eating behaviours

- Partnered with Healthy Kids Community Challenge to implement and evaluate Healthy Eating in Recreational Settings Pilot Project—supported two local recreation food premises in offering healthy options
- Inspected 100% of applicable food premises for compliance with *Health Menu Choices Act*. Of the 34 eligible premises, 17 were re-inspected due to some non-compliance of which at the end of Q4, 5 have ongoing non-compliance to be re-inspected. No complaints have been received triggering complaint based re-inspection.

### Reduce tobacco use and exposure (Smoke-Free Ontario & Nicotine Replacement Therapy/NRT funding)

- Ran cessation campaigns *Best Gift Ever* tobacco (20,000 reached via newspaper x2, 3900 via social media) and the *First Week Challenge*
- Provided brief tobacco cessation counselling to 41 clients and dispensed 344 \$25 vouchers for Nicotine Replacement Therapy (NRT). Also expanded the NRT voucher program to Matachewan Nursing Station, Beaverhouse First Nation and Canadian Mental Health Association.
- Completed all mandated tobacco inspections (tobacco and e-cigarette retailers re: youth access and display and promotion and secondary schools re: signage)
- During Q3 & Q4, issued 5 SFOA charges (3 for *smoking in enclosed workplace*, 1 for smoking on school property, and 1 on hospital property) and issued 67 SFOA warnings (54 for smoking on hospital property, 12 warnings to 3 workplaces, 1 smoking on school property). See year to date chart below.



### **Help community partners to deliver diabetes prevention behaviour change programming (100% funded)**

- Supported community partners in the delivery, organization, promotion, funding and delivery 5 Food Skills for Families in their respective community groups
- Completed the first half of the Primary Care Diabetes Program (12 weeks) in both Kirkland Lake (18 participants) and Temiskaming Shores (14)

### **Promote healthy aging and reduce the impact of falls for those aged 65 years plus (funded by NE LHIN)**

- Continued local coordination for partnership [Stay on Your Feet](#)
- Implemented Falls Prevention Month campaign: focus on [Medication Management](#)
- Trained 12 people from 5 local agencies to facilitate an exercise and education program [Stand Up](#)
- Provided falls prevention resources to Temiskaming Hospital for new [Patient Discharge](#) packages
- Published bilingual [Exercise Guide for Older Adults in Temiskaming](#)

### **Reduce the frequency, severity and impact of substance misuse and injury**

- Worked with local partners to implement a district-wide Distracted Driving campaign and [National Teen Driver Safety Week](#) (people reached: 3900 via social media, 15000 via newsprint, 300 coasters distributed)
- Implemented district-wide winter driving campaign in partnership with 10 local auto servicing businesses, newspaper ad and [social media campaign](#)
- Supported [Young Rider Day](#) in Kirkland Lake and Temiskaming Shores for school bus safety reaching 166 students and their families

## **Healthy Schools**

The fourth quarter of the calendar year marks the first several months of a new school year, highlights include:

**Healthy Eating** - Northern Fruit and Vegetable Program – connected with all eligible schools to support baseline evaluation research ongoing follow-up and support for Bright Bites healthy eating program and policy for promoting water over sugar sweetened beverages.

**Playground Activity Leaders in Schools** Supported several schools with training and implementation. This program aims to increase recess activity, decrease conflict and build leadership skills.

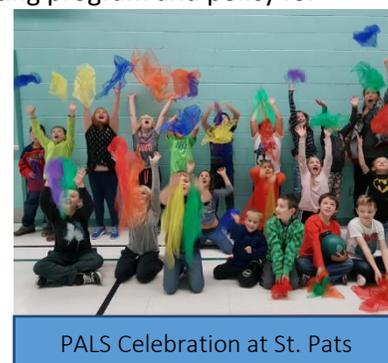
**Youth Tobacco Prevention** – supported 5 school-aged youth and 3 adult partners in attending a Northeast Tobacco Summit on sacred vs commercial tobacco use. Supported tobacco youth champions in planning tobacco awareness initiatives.

**Youth Mental Health Promotion** - supported training and student activities at one secondary school starting up as a new [Jack.Org](#) chapter -for youth mental health.

**Roots of Empathy (ROE)** - began delivery of ROE at 2 schools (decrease in bullying and aggression, increase in empathy and social and emotional competence).

**Grade 7 Immunization Program** (round 1) delivered in all schools across the district offering HPV, Hepatitis B and Meningococcal vaccine.

**School Healthy Relationship Clinics**- held monthly at 4 secondary schools providing information and services related to sexual health and other health and well-being topics.



PALS Celebration at St. Pats

**General Student Health and Wellbeing** – Supported TDSS Parent Council with parent engagement survey.

**P.A.R.T.Y. Program** delivered along with numerous partners for 50 grade 10 students re: preventing alcohol/drug and risk related trauma in youth.

## Oral - Dental Health – Healthy Smiles Ontario

Dental Screenings				
Caseload	2014	2015	2016	2017
<i>Pre-Kind/Kind &amp; Grade 2 In-School Program</i>	822	555	937	800
<i>Grade 4-6-8 Additional In-School Screening</i>	1153	1043	2217	1350
<i>Office Screenings</i>	345	292	238	248

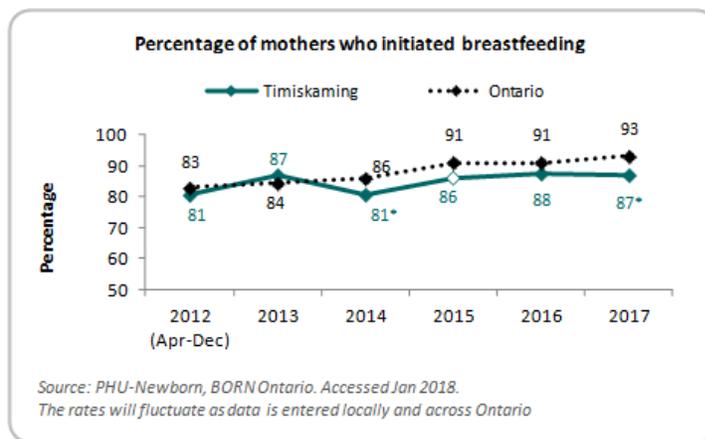
Click [here](#) for more information on the **Healthy Smiles Ontario Program**.

## Family (Child and Reproductive) Health

Quarterly and year-to-date highlights include:

- Supported partner collaboration by coordinating monthly meetings of the **Family Health Coalition**.
- Child Passenger Safety** - car seat safety was a focus for THU in 2017 and much work was done to create awareness and collaborate with partners. Training occurred with 7 external partners including NEOFACS, OEYC and OPP as well as internal THU staff.
- Supported **National Child Day** events which were celebrated in 5 locations across the district. These events included linguistically and culturally-led activities focused on children 0-6 years.
- Breastfeeding:** Continued daily monitoring of the new peer support Facebook page, of which approximately 90 women have accessed. Recent work with the New Liskeard chapter of the La Leche League has increased awareness of local support for breastfeeding moms and their families.

THU Car Seat Inspections	2016	2017
Kirkland Lake	36	26
New Liskeard	36	47



## Healthy Babies – Healthy Children Home Visiting Program

In 2017, 59 families received home visits offered as part of the [Healthy Babies, Healthy Children Program](#) and of these, (37) families benefited from the *Blended Home Visiting Program* (visiting by a nurse and family home visitor). These families receive additional supports to optimize child growth and development.

Visits	2017
Total # of Home Visits	325
Family Resource Worker Visits (FRW)	158
Public Health Nurses (PHNs) Visits	167

## Healthy Beginnings Clinic - Pre and Postnatal Nurse Practitioner Program

In 2017 there were 1,240 client visits to this program of which 763 occurred in Q3 & Q4. In 2017 there were 77 new clients added to the program.

Number of newborns by quarter					
	Q1	Q2	Q3	Q4	Total
2012	N/A	81	80	68	229
2013	72	89	93	83	337
2014	81	78	98	81	338
2015	94	82	94	75	345
2016	74	82	126	86	368
2017	100	82	89	81	352

Source: PHU-Newborn, BORN Ontario. Accessed Jan 2018.

## Immunizations, Infectious & Communicable Diseases

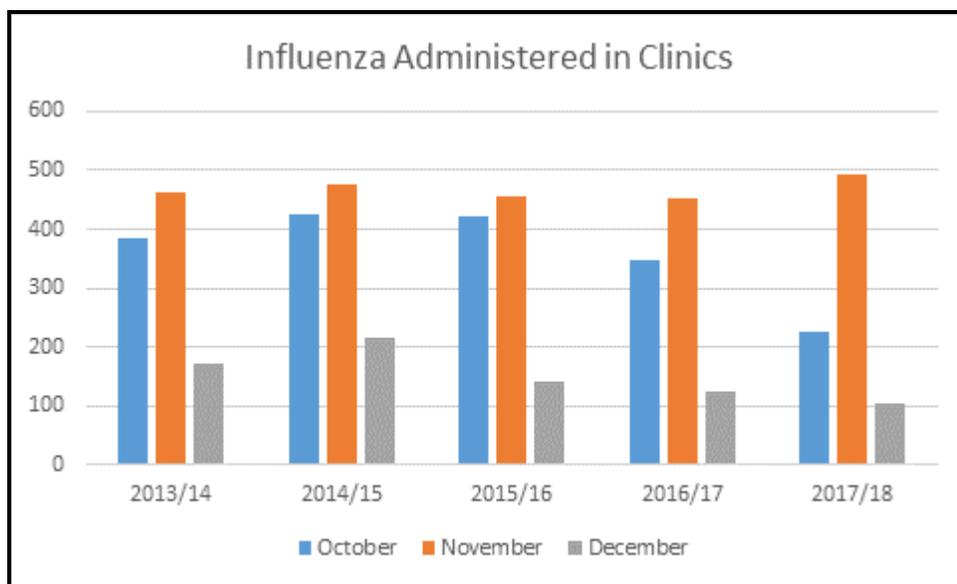
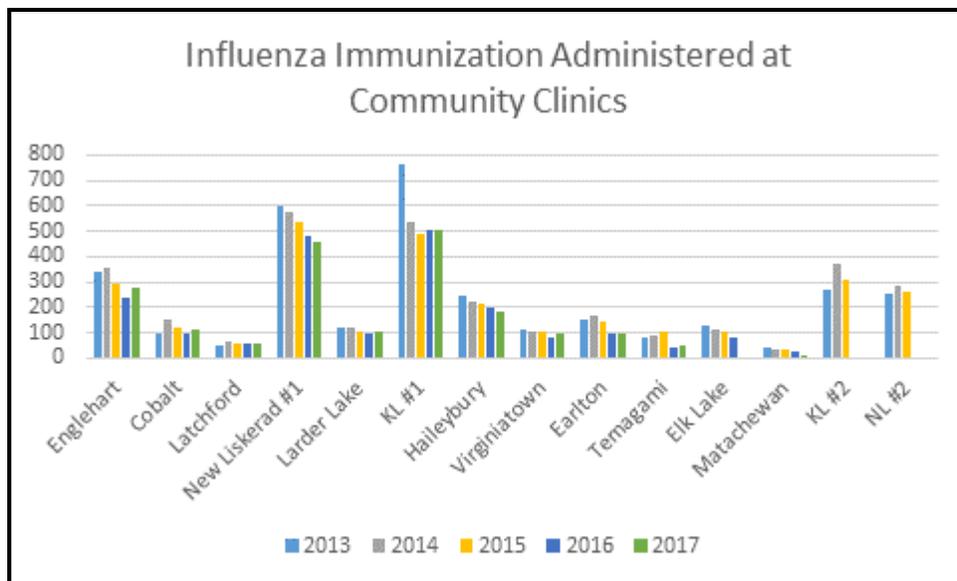
In 2017, 100% of annual vaccine fridge inspections were completed. Some facilities get more than one inspection per year due to follow-up.

Year	Vaccine Fridge - Cold Chain Inspection					
	KL		NL		ENG	
	Total inspections	Total failures	Total inspections	Total failures	Total inspections	Total failures
2014	22	7	30	14	7	3
2015	14	4	26	12	6	6
2016	13	2	24	5	5	0
2017 (# of fridges)	12 (13)	10	28 (20)	7	5 (7)	2

Immunization Program				
Immunizations Administered in Office	NL	KL	ENG	Total
# of clients receiving immunizations	2453	1073	503	4029
# of immunizations administered	3297	1370	585	5252
<b>Note: These numbers do not include Influenza Vaccine</b>				

**2017-2018 Universal Influenza Immunization Program**

- For this influenza season, the THU reduced the length of time for some community clinics with lower numbers and augmented in-office visits/clinics by appointment, including more evenings in November.
- Pharmacies continue to administer flu vaccines to clients over the age of 5 years old throughout the district. New this season, pharmacies received their influenza vaccines directly from their suppliers rather than through Health Units, however Health Units are required to track pharmacy influenza inventory in Panorama. Between October and January, local pharmacies provided over 2,000 vaccines.



Travel Health Consultations				
Office	2014	2015	2016	2017
Kirkland Lake	335	317	272	259
New Liskeard	478	682	595	620
Englehart	157	81	n/a	n/a

**Sexual health services at Timiskaming Health Unit include:**

- Information on sexually transmitted infections (STIs), free testing and treatment of STIs
- Confidential or anonymous HIV testing
- Pregnancy testing and information about Emergency Contraception Plan B, affordable contraception and free condoms

Sexual Health				
Client Services	2014	2015	2016	2017
Male Clients	193	81	129	127
Female Clients	1355	602	864	805
Contraceptives	1,868	812	929	846
Plan B	85	48	41	25
STI Tests	345	208	215	201
Pregnancy Tests	40	33	28	36
Blood-Borne Infection Tests	119	79	124	97

**The [Harm Reduction Program](#) at Timiskaming Health Unit includes:**

- Needles, injection and inhalation equipment & information for safer drug use
- Provision of condoms and information about safer sex
- Community referrals to services
- In Q4 the Timiskaming Health Unit prepared to be an [Ontario Naloxone Program](#) site (launching Jan. 2018) to dispense free Naloxone (temporarily reverses an opioid overdose).

Harm Reduction Program				
Client Services	2014	2015	2016	2017
Male Clients	36	45	121	189
Female Clients	10	10	68	108
Needles Distributed	6,900	10,424	12,906	20,953

Infection Control				
Client Services	2014	2015	2016	2017
Reportable Disease Investigations (non-STI)	82	79	67	59
Outbreaks - Institutional	35	27	21	36
Outbreaks - Community	n/a	1	0	0
Animal Bite Reporting	60	77	29	85
Sexually Transmitted Infections (STI)	n/a	92	82	61
Personal Service Settings Inspections (hair salons, tattoos, piercings, aesthetics)	n/a	33	47	50

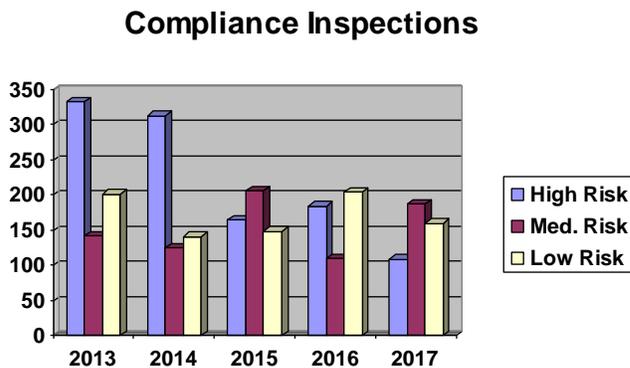
Program Updates:

- The first case of influenza in the district was reported just after New Year’s Day. Across Canada, Influenza A (H3N2) continues to be the most common subtype detected.
- 2017 was a busy year for institutional outbreaks, which provided opportunities for collaboration and learning.

## Environmental Health & Emergency Preparedness Program

### Food Safety and Safe Water

Food safety risk categorizations were modified in year 2015.



Safe Water Inspections	
<b>Drinking Water</b>	<b>2017</b>
Small Drinking Water Systems	19
<b>Recreational Water</b>	
Public Beaches	16
Pools	25
Recreational Camps/Beachfront	11

## Land Control

Septic Systems	2014	2015	2016	2017
Permits Issued	137	131	111	124
File Searches	57	60	60	66
Severance/Subdivision	20	15	15	29

# UPCOMING EVENTS



Some of the upcoming events and opportunities that THU staff are participating in or supporting include:

- **March** –The Ontario Public Health Conference: Leadership. Partnership. Change.  
The Ontario Healthy Schools Coalition Conference.
- **March** –National Nutrition Month and Dietitians Day .

# HUMAN RESOURCE UPDATE



## The comings and goings of our colleagues

### New Staff

- Registered Dietitian – New Liskeard – Temporary (*December 2017-March 2018*)
- Secretary I – Kirkland Lake – Temporary (*December 2017-December 2018*)
- Research-Analyst-Planning-Policy – New Liskeard, Permanent (*January 1, 2018*)
- Chief Building Officer – New Liskeard - Permanent (*January 1, 2018*)
- Medical Officer of Health (A) – New Liskeard – Temporary (*January-June 2018*)

### Resignations

- Research-Analyst-Planning-Policy – New Liskeard, Temporary (*February 16, 2018*)

### Current Vacancies

- Research-Analyst-Planning-Policy – New Liskeard, Temporary (*April 2018 – September 2019*)

**Report contributors:** Randy Winters –Acting Chief Executive Officer/Director of Corporate Services , Kerry Schubert-Mackey – Director of Community Health, Program Managers; Ryan Peters , Angie Manners, Erin Cowan (CNO), Amanda Mongeon. Executive Assistant: Rachelle Cote.



# Timiskaming Health Unit

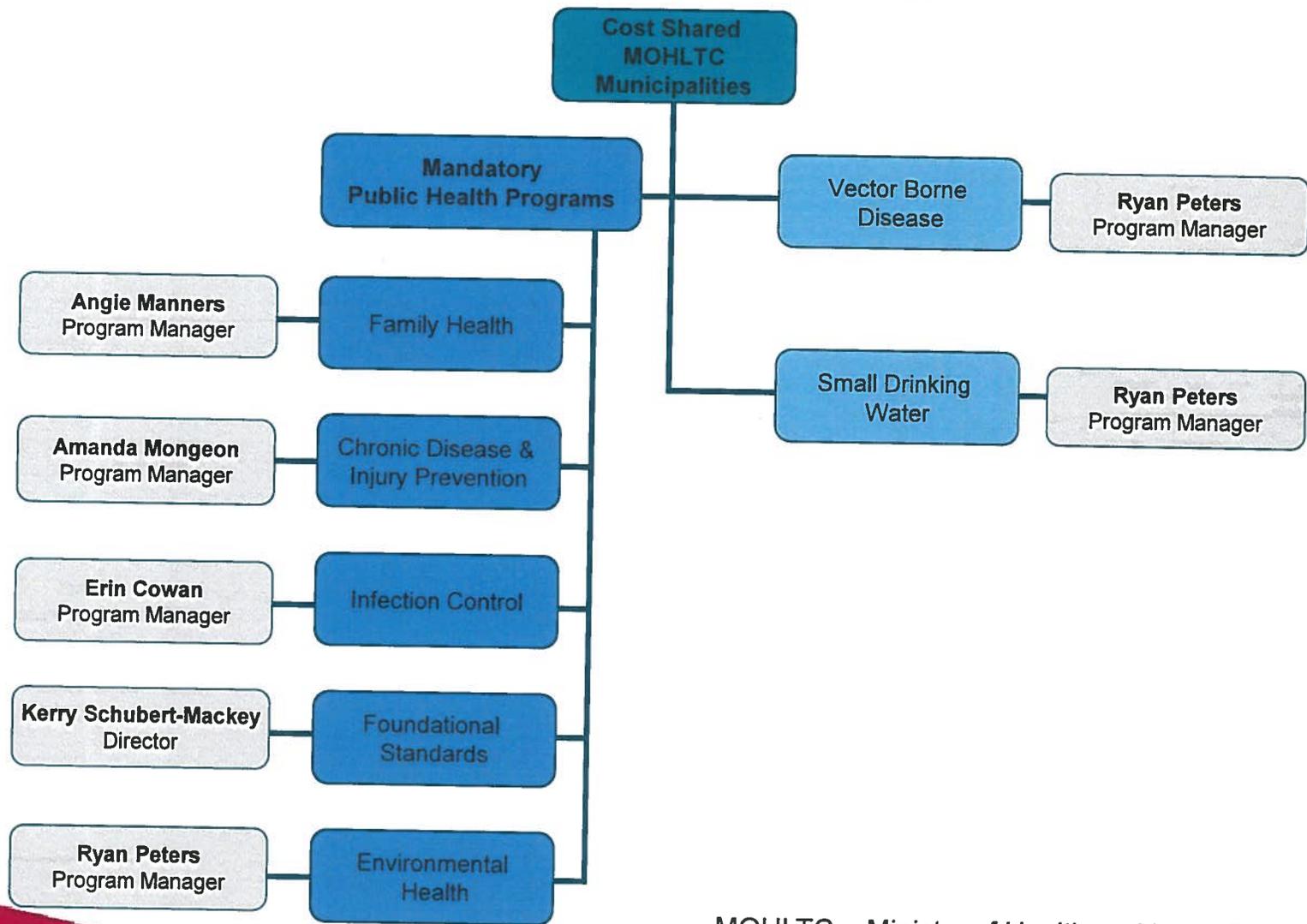
## *2018 Public Health & Related Budgets*



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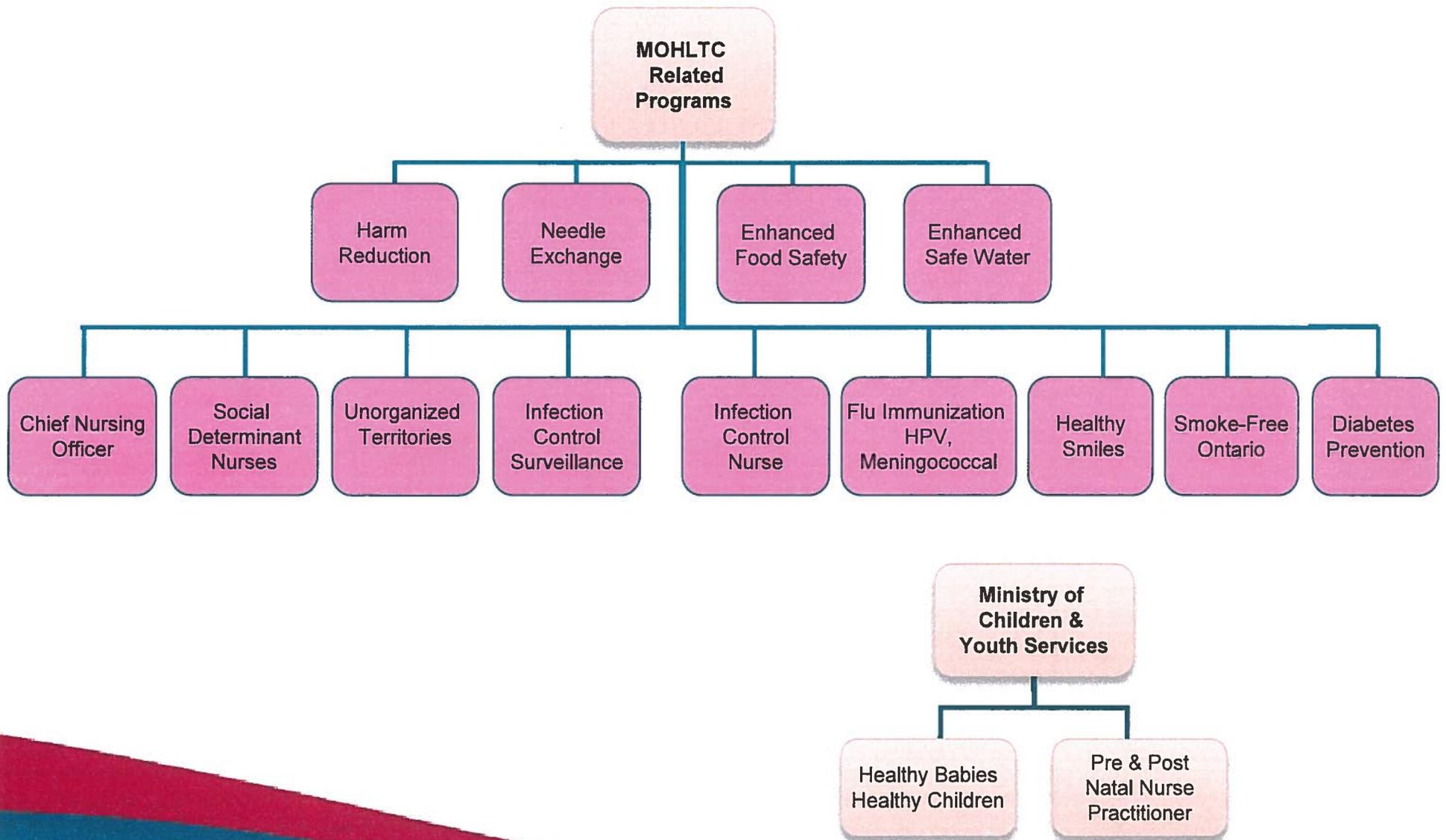
# Cost Shared December Year End Programs



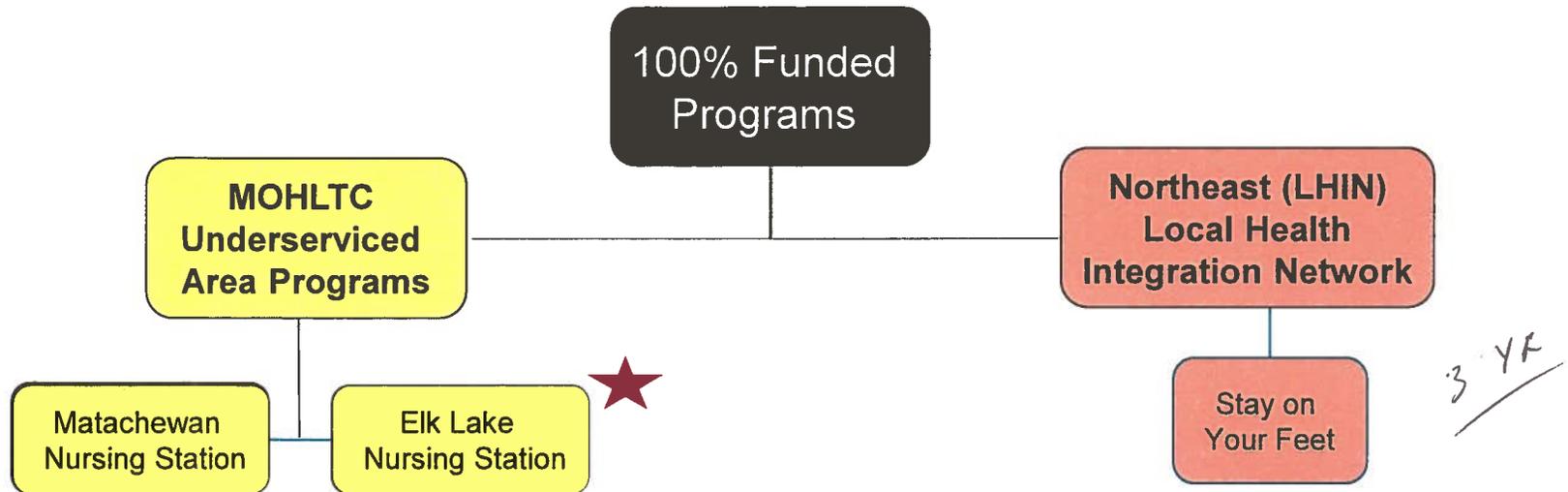
MOHLTC = Ministry of Health and Long-Term Care



# 100% Funded Programs – December Year End



# 100% Funded Programs – March Year End



★ Plan to divest, April 1, 2018



# Budget Process

## **Mandatory Public Health Programs:**

- Cost shared by MOHLTC & Municipalities
- Global budget – lines are interchangeable at Health Unit's discretion

## **Mandatory & Related Programs**

- Funded at 100% by MOHLTC, other Ministry or agency
- Funding must be used for the purpose identified with the funding agency
- Surplus must be returned

## **The Budget Planning Process:**

- Management evaluates the specific needs for their programs
- Operational plans based on those needs are developed
- Staff and operational costs are assigned according to the operational plans and workload
- New to 2018 will be an Annual Service Plan which will encompass a Budgetary Breakdown for all programs. This is to be submitted to the Ministry for March 1<sup>st</sup>, 2018.



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# Allocated Costs 2018

- ▶ Overhead, Occupancy and Computer costs are allocated across programs according to budgeted Full-time Equivalent Employees (FTE).

## Exceptions:

- Healthy Babies/Healthy Children – no allocated costs other than \$1,988
- Smoke-Free Ontario – capped at 10% of funding
- Pre-Post Natal Program – capped at 10% of funding
- Diabetes Prevention– capped at 10%



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# 2018 Budget Drivers

- ▶ Ministry funding at 2017 level 0.7
- ▶ Municipal funding at 2017 level 0.7
- ▶ Total agency budgeted FTE 55.72
  - Decrease of 5.72 FTE from Budget 2017
- ▶ Total Public Health budgeted FTE 31.9
  - Decrease of 3 FTE from Budget 2017



# 2018 Funding Assumptions

0% increase from Ministry of Health & 0% from Municipalities

- ▶ Core Public Health Funding (Ministry) \$2,764,800
- ▶ Other Cost Shared (Vector/SDWS) (Ministry) \$ 116,900
- ▶ Municipal Funding \$1,236,012
- ▶ Total Public Health Funding (Mandatory Cost Shared Programs) \$4,117,712
- ▶ Other 100% Funded Programs @ 0% \$2,402,273
- ▶ Municipal portion of Cost Shared Funding 30%

6,519,985



# MANDATORY SHARED SALARIES

	Budget 2016	Budget 2017	Budget 2018
Salaries & Benefits	628,412	627,566	616,039
FTE	5.5	4.9	5.0

## FTE includes:

- MOH, EA, Director of Corporate Services, Bookkeeper, Support Staff that primarily serve entire agency.
- Expenses are allocated to core Public Health programs.



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# Mandatory Shared Costs

	<b>2016</b>	<b>2017</b>	<b>2018</b>
	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>
Travel	5,000	5,000	9,000
Audit	7,800	7,800	8,300
Board Conference Costs	4,000	2,000	2,000
Promo Cost	1,000	2,000	2,000
Memberships	12,000	8,000	5,000
Staff Recruitment	4,000	2,000	2,000
Professional Development	9,000	7,000	3,500
<b>Total Shared Costs</b>	<b>42,800</b>	<b>33,800</b>	<b>31,800</b>



# Occupancy & Computer Costs

	2016 Budget	2017 Budget	2018 Budget
Rent	225,440	254,000	270,600
Property Taxes	42,000	54,000	42,000
Janitorial	75,500	65,600	65,100
Utilities	80,000	87,600	69,000
Office & Building Maintenance	13,000	10,500	9,500
Telephone	36,500	35,500	35,000
<b>Total Occupancy</b>	<b>472,440</b>	<b>507,200</b>	<b>491,200</b>
<b>Total Computer</b>	<b>100,000</b>	<b>100,000</b>	<b>100,000</b>

- \* Allocated across all programs
- \* Dymond expenses included under rent



# Overhead Expenses

	2016	2017	2018
	Budget	Budget	Budget
Total Overhead Salaries & Benefits	228,032	144,805	138,627
Finance & Computer Services	135,000	135,000	135,000
Board Fees & Travel	14,500	14,500	14,500
Legal & HR Fees	23,000	8,000	5,000
Corporate Communications	3,000	2,500	2,500
Business Insurance	35,000	35,000	35,000
Occupational Health & Safety Expenses	2,000	1,000	2,000
Workplace Wellness	6,000	6,000	4,000
Agency Staff Development	5,000	5,000	5,000
Teleconference	500	500	500
Office Expense (postage, equip, courier etc)	59,500	55,500	47,500
Equipment - Non Computer	4,000	4,000	4,000
Bank, Payroll, on-call & Web Fees	14,500	16,000	13,500
Accreditation - BFI	8,000	5,000	0
<b>Total Expenses</b>	<b>538,032</b>	<b>432,805</b>	<b>407,127</b>



# Total Public Health Funding – Cost Shared

	2016 Budget	2017 Budget	2018 Budget
Family Health	914,110	939,316	975,142
Chronic Disease Injury Prevention	1,373,557	1,018,182	1,073,748
Infection Disease Control	1,158,466	86,056	1,039,636
Foundational Standard	193,373	293,239	253,592
Environmental Health	529,262	627,609	619,784
Vector Borne Disease	111,305	111,305	111,305
Small Drinking Water	44,506	44,506	44,506
<b>TOTAL</b>	<b>4,324,579</b>	<b>4,117,712</b>	<b>4,117,712</b>



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# FAMILY HEALTH

	2016 Budget	2017 Budget	2018 Budget
Salaries & Benefits	545,435	559,339	579,584
Mandatory Salaries & Benefits	147,662	158,366	167,342
Allocated Overhead	210,013	196,652	198,216
Travel	2,000	7,500	15,000
Mat & Supplies	3,000	5,000	5,000
Professional Development	4,000	6,000	6,000
Communications	2,000	2,000	2,000
Special Projects – School Team	0	2,000	2,000
2017 FTE 6.83			
2018 FTE 6.85			
	<b>914,110</b>	<b>936,857</b>	<b>975,142</b>

- Increase travel due to program needs
- School Team in Family Health



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# CHRONIC DISEASE & INJURY PREVENTION

	2016 Budget	2017 Budget	2018 Budget
Salaries & Benefits	823,591	580,077	657,333
Mandatory Salaries & Benefits	203,928	156,597	175,059
Allocated Overhead	290,037	194,455	207,357
Travel	6,000	5,000	5,000
Mat & Supplies	8,000	8,000	5,000
Professional Development	14,000	7,000	7,000
Communications	8,000	12,000	12,000
Special Projects	5,000	5,000	5,000
Healthy Kids Partnership	15,000	15,000	0

FTE 2017 6.75

FTE 2018 7.4

**1,346,107**

**1,373,557**

**1,073,748**

- Dietician added
- Reallocated FTE due to reduction in 100% funding



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# INFECTION CONTROL

	2016 Budget	2017 Budget	2018 Budget
Salaries & Benefits	642,285	619,399	619,813
Mandatory Salaries & Benefits	183,238	182,124	170,794
Allocated Overhead	260,611	205,288	202,305
Travel	9,000	9,000	9,000
Mat & Supplies	39,332	34,000	27,724
Professional Development	9,000	9,000	5,000
Communications	3,000	5,000	5,000
School Team	12,000	0	0
FTE 2017	7.45		
FTE 2018	7.05		
	<b>1,158,466</b>	<b>1,063,811</b>	<b>1,039,636</b>

➤ Decrease in FTE due to Support Staff reallocated



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# FOUNDATIONAL STANDARD

	2016 Budget	2017 Budget	2018 Budget
Salaries & Benefits	118,084	200,737	160,920
Mandatory Salaries & Benefits	21,431	51,592	40,820
Allocated Overhead	30,481	58,153	48,351
Travel	877	1,000	1,000
Professional Development	2,500	2,500	2,500
Special Projects	20,000	0	0
FTE 2017	1.95		
FTE 2018	1.7		
	<b>193,373</b>	<b>313,981</b>	<b>253,592</b>

➤ Staff reducing FTE



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# ENVIRONMENTAL HEALTH

	2016 Budget	2017 Budget	2018 Budget
Salaries & Benefits	320,491	376,199	389,323
Mandatory Salaries & Benefits	72,152	95,724	93,825
Allocated Overhead Costs	102,619	107,899	111,136
Travel - Staff	5,000	1,000	1,000
Mat & Supplies	2,500	2,500	2,500
Professional Development	7,500	7,500	5,000
Database License Fees	16,000	16,000	16,000
Communication	3,000	1,000	1,000
FTE 2017	3.90		
FTE 2018	3.90		
	<b>529,262</b>	<b>607,822</b>	<b>619,784</b>



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# VECTOR BORNE DISEASE

	2016 Budget	2017 Budget	2018 Budget
Salaries & Benefits	71,079	71,808	73,520
Overhead Allocated	22,491	18,684	19,244
Audit Fee	750	750	750
Travel	3,706	10,064	7,540
Materials & Supplies	2,872	3,000	3,000
Communications	2,407	2,000	2,000
Mosquito Testing & Trapping	8,000	5,000	5,251
FTE 2017    0.8			
FTE 2018    0.8			
	<b>111,305</b>	<b>111,305</b>	<b>111,305</b>



# SMALL DRINKING WATER SYSTEMS

	2016 Budget	2017 Budget	2018 Budget
Salaries & Benefits	28,486	23,976	24,190
Overhead Allocated	9,432	7,006	7,217
Audit Fee	460	460	460
Travel	6,128	10,015	9,700
Materials & Supplies	0	3,049	2,939
FTE 2017	0.3		
FTE 2018	0.3		
	<b>44,506</b>	<b>44,506</b>	<b>44,506</b>



# Other Related Programs

## 100% Funded by Ministry of Health

▶ Reimbursable Vaccines	\$ 25,500
▶ Unorganized	\$114,800
▶ Infection Control Surveillance	\$111,200
▶ Infection Control Nurse	\$ 90,100
▶ Healthy Smiles Ontario	\$344,800
▶ Social Determinant Nurses	\$180,500
▶ Smoke Free Ontario Programs	\$302,800
(Including Enforcement, Youth Strategy, and Control & Coordination, E-Cigarettes)	
▶ Chief Nursing Officer	\$121,500
▶ Safe Water	\$ 15,500
▶ Safe Food	\$ 25,000
▶ Diabetes	\$150,000
▶ Harm Reduction	\$150,000
▶ Needle Exchange	\$ 15,000



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# Ministry of Child and Youth Services

## 100% Funded Programs

- ▶ Healthy Babies, Healthy Children \$601,973
- ▶ Pre/Post Natal Nurse Practitioner <sup>0.6 FTE</sup> \$155,500\*
  - *\*Requesting additional funding*



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# LAND CONTROL

\* Actual 2017 as at end of Dec  
 \* Does not include NEOnet program

	Actual 2016	Budget 2017	Actual 2017	Budget 2018
<b>Revenue</b>	100,201	80,000	100,570	90,000
<b>Expenses</b>				
Salaries & Benefits	46,467	36,344	47,121	36,733
Overhead Allocated	12,092	11,975	11,975	12,028
Audit Fee	2,221	2,550	2,697	2,550
Travel	12,791	13,500	14,531	13,500
Materials & Supplies	26	0	0	0
Bank Charges	0	0	0	0
Professional Development	0	0	0	0
GIS Services	10,966	12,000	15,168	14,400
FTE 2016    0.5				
FTE 2017    0.5				
	<b>84,563</b>	<b>76,375</b>	<b>91,492</b>	<b>79,211</b>

<b>Surplus / Deficit</b>	<b>15,638</b>	<b>3,625</b>	<b>9,078</b>	<b>10,791</b>
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2016 Accumulated Surplus:  
**\$12,636**

- 2018 Drivers:**
1. CBO contract as required
  2. Staff being trained for CBO
  3. Slight decrease in revenue



# LAND CONTROL ACTIVITY

	2013	2014	2015	2016	2017
Total # of Transactions	204	214	213	180	226
Total Revenue	116,592	116,033	111,930	100,032	100,528

<b>Class 4 Systems</b>					
Total # of Transactions	99	88	83	79	71
Total Revenue	92,400	83,776	79,016	75,208	67,592



# Accountability

- ▶ Reporting requirements: quarterly reports to each ministry.
- ▶ Year end settlements for each year end prepared after audited financial statements are complete.
- ▶ Accountability and service agreements signed and authorized by Board Chair and CEO/MOH.
- ▶ Monthly variance reporting to Finance committee



Services de santé du

**TIMISKAMING**

Health Unit

**1. CALL TO ORDER**

Meeting called to order at 12:00 P.M.

**2. ROLL CALL**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Mayor Carman Kidd          | <input checked="" type="checkbox"/> Christopher W. Oslund, City Manager              |
| <input checked="" type="checkbox"/> Councillor Jeff Laferriere | <input checked="" type="checkbox"/> Kelly Conlin, Director of Corporate Services (A) |
| <input checked="" type="checkbox"/> Councillor Danny Whalen    | <input type="checkbox"/> Laura Lee MacLeod, Treasurer                                |
| <input checked="" type="checkbox"/> Dave Treen, Clerk          | <input checked="" type="checkbox"/> Airianna Misener, Executive Assistant            |
| <input checked="" type="checkbox"/> James Franks               | <input checked="" type="checkbox"/> Doug Walsh                                       |

**3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA**

Addition: Administrative Reports – Occupation of Municipal Land

**4. APPROVAL OF AGENDA**

Recommendation CS-2018-001

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee agenda for the January 18, 2018 meeting be approved as amended.

**CARRIED**

**5. REVIEW AND ADOPTION OF PREVIOUS MINUTES**

Recommendation CS-2018-002

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee minutes of the December 14, 2017 meeting be approved as presented.

**CARRIED**

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

None

**7. DELEGATIONS/PRESENTATIONS**

None

**8. NEW BUSINESS**

**8.1 Follow up – UNESCO: Geopark**

Recommendation CS-2018-003

Moved by: Mayor Carman Kidd

Be it resolved that:

As a result of unavailable resources, the Corporate Services Committee hereby recommends Council decline the request to participate as a founding member of the board for the Temiskaming Rift Valley Geopark Project; and further decline to provide financial support towards the Temiskaming Rift Valley Geopark Project.

**CARRIED**

**8.2 Draft RFP – Group Benefits**

Kelly Conlin provided an update on the status of the Group Benefits Request for Proposal. Kelly anticipates having a draft RFP available for review by March. Union engagement will take place throughout the process, noted Kelly.

**8.3 Pay Equity Study – Discussion**

Chris Oslund indicated that during recent Union negotiations, the Union provided written notification that in order for the City to meet compliance under the Pay Equity Act of Ontario, the implementation of a Pay Equity Plan will need to be conducted. Chris Oslund noted that staff will begin the process.

**8.4 Public Works Strategic Plan – Discussion**

Doug Walsh circulated a copy of the Public Works Strategic Plan. Doug indicated that the plan outlines trends that are driving the decisions, outlines the department's strengths and weaknesses as well as establishes department goals to ensure that the services being delivered meet resident's expectations. The committee provided the following recommendation.

Recommendation CS-2018-004

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee hereby endorses the Public Works Strategic Plan and recommends that it be presented in draft form to Council at the February 6, 2018 regular council meeting.

**CARRIED**

**9. ADMINISTRATIVE REPORT**

- CS-004-2018: Sign By-law

The committee reviewed and discussed.

- CS-005-2018: Sale of Municipal Land (Quehe)

The committee reviewed and discussed.

- PW-RFP-055-2018: Traffic Impact Study

Recommendation CS-2018-005

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby supports the recommendation to move forward with a Traffic Impact Study.

- Occupation of Municipal Land

The Committee directed the Clerk to draft correspondence outlining the City's position on this matter.

**10. CLOSED SESSION**

Recommendation CS-2018-006

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee convenes into Closed Session at 12:50 p.m. to discuss the following matter:

- a) Under Section 239 (2) (d) of the Municipal Act, 2001 – labour relations or employee negotiations.

**CARRIED**

---

Recommendation CS-2018-007

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee rise without report at 1:02 p.m.

**CARRIED**

**11. SCHEDULE OF MEETINGS**

- To be determined

**12. ADJOURNMENT**

Recommendation CS-2018-008

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee meeting is adjourned at 1:03 p.m.

**CARRIED**

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**CHAIR**

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**RECORDER**

**1. CALL TO ORDER**

The meeting was called to order at 8:33 a.m.

**2. ROLL CALL**

- Mayor Carman Kidd     Chris Oslund, City Manager
- Councillor Doug Jelly     Councillor Patricia Hewitt
- Doug Walsh, Director of Public Works
- Mitch Lafreniere, Manager of Physical Assets
- Steve Burnett, Technical and Environmental Compliance Coordinator
- Robert Beaudoin, Environmental Superintendent
- Jamie Sheppard, Roads Superintendent
- Airianna Misener, Executive Assistant

**3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA**

- Addition Under: 10.5 – Parking on Lakeshore Road South

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

- None

**5. APPROVAL OF AGENDA**

Recommendation PW-2018-001

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee agenda for the January 18, 2018 meeting be approved as amended.

**Carried**

## 6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-2018-002

Moved by: Councillor Patricia Hewitt

Be it resolved that:

The Public Works Committee minutes for the November 9, 2017 and November 27, 2017 regular meeting be adopted as presented.

**Carried**

## 7. CORRESPONDENCE

- Temiskaming Home Support Unit – The committee reviewed the correspondence and directed staff to arrange a meeting to discuss possible solutions.
- Whitewood Ave Sidewalk concerns – Differed to PW by TSAAC – Doug Walsh informed the committee that money has been allocated in the budget to repair the areas of concern. The committee directed staff to respond to the request.

## 8. PRESENTATIONS

- None

## 9. UNFINISHED BUSINESS

### 9.1 AMEC – New Waste Management Capacity

**Previous Discussion:**

EA close to completion; another round of comments are being reviewed. Staff received a Contract Change Order request as a result of changeover in Ministry personnel. Staff continue to be in discussion with Wood (formerly Amec Foster Wheeler) surrounding the request.

**Discussion:**

As a result of a recent teleconference with the MOECC, an amendment to the EA is required prior to submission to the Minister for review and approval. This may require an additional Contract Change Order with AMEC who is now called WOOD.

### 9.2 Public Works Staff Training

**Previous Discussion:**

Doug Walsh indicated that the 2018 training plan was outlined for consideration as part of the 2018 budget.

**Discussion:**

Doug Walsh outlined the Public Works training scheduled as part of the 2018 budget.

- 4 members of the department will be attending the Good Roads School in May.
- Management training.
- Upcoming First Aid training for all staff.
- Upcoming WHMIS training for all staff.

**9.3 Public Works Department Update**

**Previous Discussion:**

Doug Walsh provided the following Department Update:

- The Winter Operations plan begun Monday, November 6, 2017.
- Dave Treen and Jamie Sheppard attended a recent cemetery training session.
- Overall the department is prepared for the winter season.
- Staff are working to fill vacancies both in the Water Sewer Division and Equipment Operator as a result of a retirement and internal job posting.

**Discussion:**

Doug Walsh provided the following Department Updates:

- The department is very busy with Winter Operations.
- On-going water breaks.
- Full staffing compliment within the Roads division.
- Public Works Clerk position is currently posted externally.
- Overall the equipment is running well.

**9.4 Full Solid Waste Management Program**

**Previous Discussion:**

On-going.

**Discussion:**

Steve Burnett indicated that overall the program is going well. Recent confusion around Holiday waste pick up, staff will ensure better advertising next year. Steve Burnett provided an update to the committee surrounding the Waste Free Ontario Act (WFOA).

**9.5 Drainage issues – Peter’s Road**

**Previous Discussion:**

Work will begin next week.

**Discussion:**

Substantial added cost in the culvert rehabilitation. On-going examination.

## 9.6 Closed Roads / Old Roads

**Previous Discussion:**

No update.

**Discussion:**

No update.

## 9.7 Water Meters

**Previous Discussion:**

Training on data collection is scheduled for the end of November.

**Discussion:**

Training on data collection was postponed to the end of January.

## 9.8 STATO Trail

**Previous Discussion:**

Completed all projects that were outlined for 2017. Doug indicated that the trail is now closed for the season and notice was sent out.

**Discussion:**

No update. Chris Oslund indicated that staff recently participated in a Webinar on the potential Phase 2 Public Transit funding that could offer potential opportunities for the STATO trail.

## 9.9 North Cobalt Water Stabilization Project – Update

**Previous Discussion:**

Pending completion of Schedule C.

**Discussion:**

Schedule C is close to approval noted Steve. Once approved staff will move forward with pricing.

## 9.10 Clean Water Wastewater Fund – Update

**Previous Discussion:**

Staff anticipate that this project will begin towards the end of January and is expected to take approximately 8 weeks to complete.

**Discussion:**

On-going, work is pending on Schedule C approvals.

### **9.11 Temiskaming Shores Infrastructure Upgrades & Gray Road – Update**

**Previous Discussion:**

Doug Walsh provided an update on the progress.

**Discussion:**

Steve Burnett indicated that the Pumping Stations are now commissioned and flowing to lagoons.

### **9.12 Pronor Development**

**Previous Discussion:**

Steve Burnett indicated that the City sent a letter to the developer indicating that the City will accept the restoration providing a letter from the geotechnical consultant be sent outlining the acceptance of the material used in the restoration.

**Discussion:**

On-going, received acceptance letter from Geotechnical consultant.

### **9.13 Roads Needs Study**

**Previous Discussion:**

Work is on-going. Jeremy Latour reviewed the data collection results from Streetscan, staff noted that it would have been nice to have been able to scan gravel roads as well.

**Discussion:**

Reporting is on-going. Doug Walsh anticipates the project to be completed at the end of January.

### **9.14 Chamber of Commerce parking lot winter maintenance**

**Previous Discussion:**

This item was discussed at a recent Council meeting. Staff reviewed the 3<sup>rd</sup> party quotes and determined it was less expensive to include the work within the City's winter maintenance plan.

**Discussion:**

On-going.

**9.15 Riverside Drive – Parking Request**

**Previous Discussion:**

No update.

**Discussion:**

This item will be reviewed at the January 30<sup>th</sup> traffic by-law meeting.

**9.17 Chieftain Dairy Farms Tile Drainage**

**Previous Discussion:**

The Committee recommended that the clerk draft correspondence to Basil Loranger requesting a copy of the engineered drawings as well as provincial approvals (OMAFRA), for the drainage work on the Municipal parcel as described under the Cultivation Agreement.

**Discussion:**

The committee reviewed correspondence from K-Smart; they are advising that no changes are required. The city discussed and concluded that the concerns are still present. The committee directed staff to contact the Ministry of Transportation.

**10. NEW BUSINESS**

**10.1 Strategic Plan – Public Works Department**

**Discussion:**

A draft copy of the Public Works Department Strategic Plan was provided to the committee. Doug Walsh highlighted the plans purpose and outlined various aspects within the document. The following recommendation was provided.

Recommendation PW-2018-003

Moved by: Councillor Patricia Hewitt

Be it resolved that:

The Public Works committee hereby recommends that the Draft Strategic Plan be presented to the Corporate Services committee and that it be presented to Council on February 6, 2018 for review.

**Carried**

**10.2**    STATO Trail Pilot Project

**Discussion:**

The City's Engineering Technician prepared preliminary plans for the bridge inclusion as part of the STATO trail project. The committee discussed safety concerns associated.

**10.3**    Cost Analysis Study – Haileybury Wastewater Plant

**Discussion:**

E-coli and high chlorine residual issues within the effluent are on-going at the Haileybury Wastewater Plant. EXP provided a detailed cost analysis study and is recommending installing a UV system at the plant.

Recommendation PW-2018-004

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby recommends that staff move forward with the release of an RFP for engineering surrounding the installation of a UV system at the Haileybury Wastewater Treatment Plant, based on EXP's recommendation.

**Carried**

**10.4**    Master Electrician Agreement – Environmental Facilities

**Discussion:**

The previous Master Electrician Agreement expired; the city is currently operating on a month to month basis.

Recommendation PW-2018-005

Moved by: Councillor Patricia Hewitt

Be it resolved that:

The Public Works committee hereby recommends that Council proceed with a Multi-Year Master Electrician Agreement with LISAND Electrical Services.

**Carried**

**10.5**    Parking on Lakeshore Road South

**Discussion:**

Correspondence received requesting the City's contribution towards the construction of a second parking space for a resident on Lakeshore Road South. The committee directed staff to respond indicating that the City denies the request.

**10.6** PWO-RFP-002-2018: Roadway Rehabilitation Services

**Discussion:**

Recommendation PW-2018-005

Moved by: Councillor Patricia Hewitt

Be it resolved that:

The Public Works committee hereby recommends that PWO-RFP-002-2018 be presented to Council for consideration.

**Carried**

**10.7** PW-RFP-005-2018: Eng. Services – Traffic Impact Study

**Discussion:**

Recommendation PW-2018-006

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works committee hereby suggests that PW-RFP-005-2018 be presented to the Corporate Services Committee.

**Carried**

**11. ADMINISTRATIVE REPORTS**

- None

**12. CLOSED SESSION**

- None

**13. NEXT MEETING**

The next meeting of the Public Works Committee is scheduled for February 22, 2018 to commence at 10:45 a.m.

**14. ADJOURNMENT**

Recommendation PW-2018-007

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee meeting is adjourned at 10:49 a.m.

**Carried**

\_\_\_\_\_  
**CHAIR**

\_\_\_\_\_  
**RECORDER**

DRAFT

## MEMO

To: Temiskaming Shores Council  
From : Carman Kidd, Mayor  
Re: Timiskaming Health Unit Reserves

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February 13, 2018

At last Wednesday's board meeting, our 2018 Public Health and Related Budgets were approved with a 0% increase in municipal funding and a 0% increase in Ministry funding.

This was achieved without cutting any programs or services, but a decrease of 5.72 FTE, from our 2017 Budget. Almost all positions were through attrition.

The total Health Unit budget is set \$6,519,985. With the municipal portion at 30%.

Part of our discussion centred on our reserve levels, and it was agreed that a maximum should be set at \$1,000,000 and that reserves above this amount should be returned back to the municipalities in the same share that they contribute.

This meant that approximately \$300,000 was returned, with Temiskaming Shore's share being \$111,522.35. Our Treasurer has received these funds.

With the Provincial funding being froze for the next few years, we do not foresee our reserves increasing in the future and will maintain our staff and programs within our funding levels.

I would like to ask Council for direction, on putting these funds into a special account for use for a special project, possibly the Accessible Washrooms on the main floor of the Community Hall, or any other projects that Council may see fit.

A number of years ago, a small reserve was returned back to the municipalities. These funds were deposited into our Working Fund Reserve, but provided us with the funds required to construct our "Welcome to Temiskaming Shores" signs along Highway 11 and 65, which I believe was a good investment.

This will possibly result in a shifting of uses by different clubs using the Community Hall, such as the Cadets and the Community Choir, if the Accessible Washroom project is your direction. With NOFIA not being in the upstairs office, this may allow the Cadets and Choir to share this upstairs space.

I would appreciate your comments and discussion on this issue at Tuesday's Council meeting.

# Memo

**To:** Mayor and Council  
**From:** Steve Burnett, Technical and Environmental Compliance Coordinator  
**Date:** February 20, 2018  
**Subject:** Wastewater Pumps – Niven Pumping Station  
**Attachments:** **Appendix 01** – Xylem Quotation  
**Appendix 02** – E-mail Correspondence – Xylem

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Mayor and Council:

In December, 2017 one of the three (3) 250hp wastewater pumps at the Niven Pumping Station had failed. This pump was quickly removed from service and sent to Xylem Inc. for repair. In addition, a different pump, although still operable, was indicating higher than normal amperage readings. The initial costing for a pump replacement is \$ 98,000.

As a result, staff presented to Council the replacement of one (1) of the 250hp wastewater pumps to be considered as a 2018 capital project with the replacement of the other two (2) pumps to be considered as capital projects in 2019 and 2020. Through the 2018 budget deliberation process, Council approved the pump replacement project with a budget amount of \$ 125,000.

In January of 2018, staff received a detailed quotation from Xylem, which included the replacement of a substantial number of internal parts, for the necessary repair of the failed pump. This quotation is in the amount of \$ 27,453.42. **Appendix 01** outlines the Xylem quotation.

Staff inquired about the condition and longevity of the pump once the repair was completed. **Appendix 02** outlines that the repair would be a full refurbishment of the pump and it would be in near new condition. A purchase order has been issued to Xylem to proceed with the repair.

In consideration of the costs associated with fully refurbishing a pump (approx. \$27,500) and the replacement pump cost (approx. \$ 98,000), along with the e-mail correspondence from Xylem, it is Staff's recommendation that the scope of work for the 2018 capital project for the replacement of one (1) 250 hp pump be changed to the refurbishment of all three (3) 250hp pumps at the Niven Pumping Station along with the addition of some minor common header repairs.

This change in scope of work would result in no impact to the current 2018 budget as the current capital project budget amount of \$125,000 is sufficient to complete the suggested work.

Prepared by: Reviewed and approved by: Reviewed and submitted for Council's consideration by:

“Original signed by”

\_\_\_\_\_  
Steve Burnett  
Technical and Environmental  
Compliance Coordinator

“Original signed by”

\_\_\_\_\_  
G. Douglas Walsh  
Director of Public Works

“Original signed by”

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

# Service Estimate

Date: 2018/01/05

Estimate #: R17-36-0476

## Customer Information

Customer Name: CITY OF TEMISKAMING SHORE

Account #: 514164

Address: PO BOX 2050

Telephone (1): 7056723363

Fax(1): 7056723200

HAILEYBURY P0J 1K0

Email: [sburnett@temiskamingshores.ca](mailto:sburnett@temiskamingshores.ca)

## Product Identification

Product Number: **CP 3231.745-5008 230HP** Serial Number: **3231.745-9531024**

Attention to: Steve Burnett

The equipment listed below has been estimated for service. If you would like to proceed, please sign and date the estimate, and return it by email or fax.

If no authorization is received within the validity period of this estimate, the equipment will be returned dismantled, "collect", and a repair estimate service charge will apply.

THIS ESTIMATE IS BASED ON OUR INITIAL INSPECTION. THE FINAL PRICE IS SUBJECT TO CHANGE IF ADDITIONAL PARTS & LABOUR ARE REQUIRED. YOU WILL BE ADVISED OF ANY CHANGES.

## Parts, Labour and Other Charges

Qty	Part No	Description
1	82 74 72	O-RING 94.5 X 3.0 NITRIL
1	82 75 12	O-RING 479.3-5.7
1	664 33 00	ROLLER BEARING UNIT
2	82 73 91	O-RING 22.2-3 NITRIL
3	82 73 92	O-RING 24.2-3 NITRIL
1	82 74 02	O-RING 49.2-5.7 NITRIL
3	82 74 07	O RING 74.2 X 5.7 NITRIL
1	82 74 10	O-RING 89.1-5.7 NITRIL
1	82 74 21	O-RING 144.3-5.7 NITRIL
1	82 74 75	O-RING 109.5 X 3.0 NITRIL
2	82 74 85	O-RING 159.3 X 5.7 NITRIL
1	82 74 94	O-RING 209.3 X 5.7 NITRIL
1	82 75 03	O-RING 299.3-5.7
2	82 75 05	O-RING 339.3-5.7 NITRIL
1	82 75 09	O-RING 419.3-5.7
2	82 77 30	O RING 28.17 X 3
1	82 78 87	O RING
1	82 81 54	O RING, VITON 74.5 X 3.0
1	82 81 55	O-RING,FLUOR (VITON)89.1 X 5.7
1	82 81 82	ORING FPM 229.3X5.7
1	335 82 20	O-RING (SPECIAL SEAL)
2	84 23 25	BALL BEARING 7319 BECB
1	84 53 75	ROLLER BEARING NU 315 ECP
1	664 33 00	ROLLER BEARING UNIT
1	84 59 12	IMPELLER LOCK ASSY.
1	726 18 00	SEAL MECHANICAL
1	617 99 02	SEAL MECHANICAL
1	314 88 06	WEAR RING STATIONARYLEADED RED BRASS

Printed on: Friday, January 5, 2018

page: 1

Date: 2018/01/05 Estimate # R17-36-0476

Customer Name: CITY OF TEMISKAMING SHORE

1	82 01 06	SOCKET HEAD SCREW
1	13-00 92 01	IMPELLER #6037906
1	13-00 92 01	REWOUND STATOR 43-44-4A CLASS H

<b>Qty</b>	<b>Part No</b>	<b>Description</b>
35	GL-9140	LABOUR
1	GL-9690	SUNDRY MATERIALS
1	GL-9643	ENVIRONMNTL DISPOSAL
1	GL-9691	TEST TANK CHARGES
1	GL-9571	HANDLING
1	GL-9692	DRYING
5	GL-9694	OIL / GLYCOL
1	GL-9693	OXYGEN/ACETYLENE
1	GL-9621	DROP AND INSTALL STATOR FROM STATOR HOUSING

**Total Price**

**\$27,453.42**

Date: 2018/01/05 Estimate # R17-36-0476  
 Customer Name: CITY OF TEMISKAMING SHORE

**Estimated Replacement Cost – List Price**

Product Number	Description	Price	Lead Time (Weeks)
	230HP PUMP	\$98,000.00	

**Comments**

SEAL LEAKED WATER INTO OIL/MOTOR TRIPPING ON HIGH TEMP REPLACE MOTOR/SHAFT IS BLUE IN COLOUR FROM HIGH HEAT/IMPELLER WAS WEARING THIN AND BROKE ON REMOVING IT FROM SHAFT.VOLUTE IS GOOD

**Business Terms**

Comments and Exceptions	The delivery quoted is based on the parts availability at the time of quotation. Parts availability is subject to change without notice.
Comments and Exceptions	Estimated delivery date (from date of approval): 0 business days
Taxes	All taxes extra and not included in the above prices.
Terms of payment	Payment due 30 days from invoice date
Terms of payment	Payment due 30 days from invoice date
Terms of payment	Payment due 30 days from invoice date

Sincerely,

Kirsten StLouis  
 Technical Inside Sales  
 Xylem Water Solutions  
 O: 705-560-2141 M:  
 kirsten.stlouis@xylem.com

Date: 2018/01/05 Estimate # R17-36-0476

Customer Name: CITY OF TEMISKAMING SHORE

## TERMS AND CONDITIONS OF SALE – NORTH AMERICA

**1. Agreement, Integration and Conflict of Terms.** These terms and conditions, together with any special conditions expressly incorporated thereto in the quotation or sales form, are to govern any sale between the Seller and Buyer. The Seller shall mean the applicable affiliate of Xylem Inc. that is party to the Agreement ("Seller"). The Buyer shall mean the entity that is party to the Agreement with Seller. This writing is an offer or counteroffer by Seller to sell the goods and/or services set forth on the quotation or sales form subject to these terms and conditions and is expressly made conditional on Buyer's assent to these terms and conditions. Acceptance by Buyer is expressly limited to these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication shall not be effective or binding upon Seller unless specifically agreed to in writing by Seller; Neither Seller's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions. Buyer agrees that these terms and conditions, together with any accompanying quotation and any special conditions or limited process guarantees or documents referred to or included within the quotation and expressly made a part of this agreement, (e.g., drawings, illustrations, specifications, or diagrams), is the complete and final agreement between Buyer and the Seller ("Agreement"). This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.

**2. Quotation, Withdrawal, Expiration.** Quotes are valid for thirty (30) calendar days from the date of issuance unless otherwise provided therein. Seller reserves the right to cancel or withdraw the quotation at any time with or without notice or cause prior to acceptance by Buyer. There is no Agreement if any conditions specified within the quotation or sales form are not completed by Buyer to Seller's satisfaction within thirty (30) calendar days of Seller's acknowledgement in writing of an order. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.

**3. Prices.** Prices apply to the specific quantities stated on the quotation or sales form. Unless otherwise agreed to in writing by Seller, all prices are FCA; Origin (as defined in accordance with the latest version of Incoterms), and do not include transportation costs or charges relating to transportation unless otherwise specified. Prices include standard packing according to Seller's specifications for delivery. All costs and taxes for special packing requested by Buyer, including packing for exports, shall be paid by Buyer as an additional charge. Prices are subject to change without notice.

**4. Taxes.** The price for the goods does not include any applicable sales, use, excise, GST, VAT, or similar tax, duties or levies. Buyer shall have the responsibility for the payment of such taxes if applicable.

**5. Payment Terms.** Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Buyer shall not assign or transfer this Agreement or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void.

**6. Delivery, Risk of Loss.** Delivery dates are estimates, and time is not of the essence. All shipments will be made FCA; Origin, unless otherwise specified. Seller shall not be responsible to Buyer for any loss, whether direct, indirect, incidental or consequential in nature, including without limitation loss of profits, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Upon delivery to the common carrier, title and the risk of loss for the material shall pass to Buyer. Buyer shall reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include, but is not limited to, storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due on delivery shall be made on delivery into storage as though goods had been delivered in accordance with the order.

Buyer grants to Seller a continuing security interest in and a lien upon the products and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to Seller pursuant to the order and all such other sales, and Buyer shall have no right to sell, encumber or dispose of the products. Buyer shall execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable or appropriate to establish, perfect or protect Seller's title, security interest and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by law.

**7. Warranty.** For goods sold by Seller to Buyer that are used by Buyer for personal, family or household purposes, Seller warrants the goods to Buyer on the terms of Seller's limited warranty available on Seller's website. For goods sold by Seller to Buyer for any other purpose, Seller warrants that the goods sold to Buyer hereunder (with the exception of membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the quotation or sales form) will be (i) be built in accordance with the specifications referred to in the quotation or sales form, if such specifications are expressly made a part of this Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment shall not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever shall occur first, unless an alternate period of time is provided by law or is specified in the product documentation from Xylem (the "Warranty").

Except as otherwise provided by law, Seller shall, at its option and at no cost to Buyer, either repair or replace any product which fails to conform with the Warranty; provided, however, that under either option, Seller shall not be obligated to remove the defective product or install the replaced or repaired product and Buyer shall be responsible for all other costs, including, but not limited to, service costs, shipping fees and expenses. Seller shall have complete discretion as to the method or means of repair or replacement. Buyer's failure to comply with Seller's repair or replacement directions shall constitute a waiver of its rights and render all warranties void. Any parts repaired or replaced under the

Date: 2018/01/05 Estimate # R17-36-0476

Customer Name: CITY OF TEMISKAMING SHORE

Warranty are warranted only for the balance of the warranty period on the parts that were repaired or replaced. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) days of the date when any defects are first manifest. Seller shall have no warranty obligations to Buyer with respect to any product or parts of a product that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; or (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with products supplied by Seller hereunder. In any case of products not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such products.

**THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT AS OTHERWISE PROVIDED BY LAW, BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE PRODUCT AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER. IN NO EVENT IS SELLER LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.**

**8. Inspection.** Buyer shall have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site ("Site"), Buyer shall notify Seller in writing of any nonconformity of the goods with this Agreement within three (3) days from receipt by Buyer. For all other deliveries, Buyer shall notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such applicable notice shall constitute a waiver of Buyer's right to inspect and/or reject the goods for nonconformity and shall be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller.

**9. Seller's Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL SELLER'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER SHALL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.**

**10. Force Majeure.** Seller may cancel or suspend this Agreement and Seller shall have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to circumstances beyond Seller's reasonable control, including but not limited to acts of God, fire, flood or other natural disasters, war and civil disturbance, riot, acts of governments, terrorism, disease, currency restrictions, labor shortages or disputes, unavailability of materials, fuel, power, energy or transportation facilities, failures of suppliers or subcontractors to effect deliveries, in which case the time for performance shall be extended in an amount equal to the excused period, provided that Seller shall have, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notified Buyer of such delay, of the reason therefor and of the probable duration and consequence thereof. Seller shall use its best efforts to eliminate the cause of the delay, interruption or cessation and to resume performance of its obligations hereunder with the least possible delay.

**11. Cancellation.** Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other. In the event of a cancellation by Buyer, Buyer shall, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which shall include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable profit charge." Return of goods shall be in accordance with Seller's most current Return Materials Authorization and subject to a minimum fifteen percent (15%) restocking fee.

Notwithstanding anything to the contrary herein, in the event of the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or in the event Buyer shall be adjusted bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Buyer's insolvency, or if Buyer fails to make payment when due under this Agreement, or in the event Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. In the event of such termination, Seller shall be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which shall have arisen or been incurred under this Agreement prior to its termination shall survive such termination.

**12. Drawings.** All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's quotation show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or

Date: 2018/01/05 Estimate # R17-36-0476

Customer Name: CITY OF TEMISKAMING SHORE

warranty regarding their accuracy. Unless expressly stated to the contrary within the quotation or sales form, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. All engineering information necessary for installation of the goods shall be forwarded by Seller to Buyer to upon Buyer's acceptance of this Agreement. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense. Instructions necessary for installation, operating and maintenance will be supplied when the goods are shipped.

**13. Proprietary Information, Injunction.** Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively "Proprietary Information") disclosed to Buyer shall be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Proprietary Information without first having obtained Seller's express written consent. Buyer's agreement to refrain from disclosing, using or reproducing Proprietary Information shall survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Proprietary Information to any third party will result in Seller's suffering irreparable harm. Seller may seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

**14. Installation and Start-up.** Unless otherwise agreed to in writing by Seller, installation shall be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the Warranty is void. In the event Buyer has engaged Seller to provide an engineer for start-up supervision, such engineer will function in a supervisory capacity only and Seller shall have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it shall furnish, at Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

**15. Specifications.** Changes in specifications requested by Buyer are subject to approval in writing by Seller. In the event such changes are approved, the price for the goods and the delivery schedule shall be changed to reflect such changes.

**16. Buyer Warranty.** Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

**17. Minimum Order.** Seller reserves the right to refuse to process any order that does not meet quantity requirements that Seller may establish for any given product or group of products.

**18. Quality Levels.** Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify its requirements, as approved in writing by Seller, and pay any additional costs that may be applicable.

**19. Product Recalls.** In cases where Buyer purchases for resale, Buyer shall take all reasonable steps (including, without limitation, those measures prescribed by the seller): (a) to ensure that all customers of the Buyer and authorised repairers who own or use affected products are advised of every applicable recall campaign of which the Buyer is notified by the Seller; (b) to ensure that modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programmes or otherwise are made with respect to any products sold or serviced by Buyer to its customers or authorized repairers. The reimbursement of Buyer for parts and labor used in making those modifications shall be as set forth in the campaign or program instructions. Without the prior consent of the Seller, the Buyer shall not disclose to any third party the information contained in service campaign, recall campaign or service programme literature. Should Buyer fail to perform any of the actions required under this section, Seller shall have the right to obtain names and address of the Buyer's customers and shall be entitled to get into direct contact with such customers.

**20. GOVERNING LAW.** THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF SELLER'S OFFICE TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

**21. Titles.** The section titles are for reference only, and shall not limit or restrict the interpretation or construction of this Agreement.

**22. Waiver.** Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, shall not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard.

**23. Severability.** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

This quotation is hereby accepted on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By:

\_\_\_\_\_  
Name of the Customer

\_\_\_\_\_  
Signature of the Customer

\_\_\_\_\_  
Customer PO#

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Date: 2018/01/05 Estimate # R17-36-0476  
Customer Name: CITY OF TEMISKAMING SHORE

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According to our records this is the first time this pump has been removed and sent for repair. While the repair estimate is \$27,453.4 the replacement cost for this pump is \$98,000. The repair is considered a complete rebuild for this pump when parts such as the starter, seals and bearings are replaced. The impeller and wear ring are also included on the estimate which would also help with the overall pump efficiency.

All the main parts of the pump such as the stator housing, outer casing and bearing housing etc are in very good condition with no real signs of pitting or extreme wear. After the rebuild the pump would be in near new condition and should be usable for the foreseeable future .

Regards

ALAN FEY  
ELECTRO-MECHANIC  
XYLEM WATER SOLUTIONS  
1086 ELISABELLA RD  
SUDBURY,ON P3A 5K2

TEL[705]560-2141 FAX[705]560-8260  
[alan.fey@xyleminc.com](mailto:alan.fey@xyleminc.com)

**Subject:** Public Works Strategic Plan

**Report No.:** PW-002-2018

**Agenda Date:** February 20, 2018

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## **Attachments**

**Appendix 01:** Final Draft – Public Works Strategic Plan

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-002-2018, more specifically Appendix 01 Final Draft - Public Works Strategic Plan;
2. That Council hereby adopts the Public Works Strategic Plan dated February 2018; and
3. That Council directs staff to initiate the implementation of the Plan, post the Plan on the City's web-site and report back on the progress made on the Goals, Objectives and Actions contained in the Plan on a quarterly basis.

## **Background**

As explained in Memo 003-2018-PW, presented to Council on February 6<sup>th</sup>, 2018, Public Works staff has developed a short term Plan which represents our best effort on what should be driving the collective change efforts within the Public Works Department of Temiskaming Shores. The Plan is not meant to be a daily service manual of functions performed by the Department. However, it is meant to be a planning document for the Department to more effectively and efficiently provide its daily services in the future. It is expected that this document will assist the Department in achieving what we feel is the City wide mission of “providing exceptional services” with a clear direction and measurable benchmarks.

The first draft of the Plan was presented to both the Public Works and Corporate Services Committees on Thursday January 18<sup>th</sup>, 2018 for information purposes with both Committees endorsing a presentation to Council at the Regular Council Meeting held on February 6<sup>th</sup>. At that Meeting Council passed Resolution No. 2018-054 which states:

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 003-2018-PW; and

That Council acknowledges receipt of the draft for the Public Works Strategic Plan with the objective of providing feedback in preparation of the final draft to be considered at the February 20, 2018 Regular Council meeting.

## **Analysis**

Initially, some rather aggressive timelines were included in the draft presented to the Committees, and following discussions with the City Manager many of the proposed targets were extended, in most instances by two to three months, given that the first draft assumed presentation in December 2017. Following the introduction to Council on February 6<sup>th</sup>, no

additional comments were received during the time leading up to the final draft being presented on February 20<sup>th</sup>, 2018.

Through acceptance by Council, in the form of a Resolution, Public Works staff will begin working on some of the initial time sensitive actions outlined in the Plan immediately.

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

N/A

**Asset Management Plan Reference**

5.0 - Desired Levels of Service

**Consultation / Communication**

- Presentation and discussion with Public Works and Corporate Service Committees - January 18<sup>th</sup>, 2018.
- Initial presentation to Municipal Council - February 6<sup>th</sup>, 2018.
- Final Draft presentation to Municipal Council - February 20<sup>th</sup>, 2018.
- Municipal Web Site posting, following approval by Council.

**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

At this time staffing implications related to the PW Strategic Plan will be limited to normal administrative and operational functions and duties of existing municipal staff. The Strategic Plan will assist in the final development of a comprehensive Asset Management Plan. Additional funding for the implementation of the Plan will not result in any additional funding requirements in.

**Alternatives**

No other alternatives were considered at this time.

**Submission**

Prepared by:

Reviewed and submitted for  
 Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
 G. Douglas Walsh, CET  
 Director of Public Works

\_\_\_\_\_  
 Christopher W. Oslund  
 City Manager

# City of Temiskaming Shores Public Works Department Strategic Plan

Achieve the Vision



February 2018

## **City of Temiskaming Shores Public Works Department Strategic Plan**

The Public Works Department is dedicated to maintaining and improving the quality of life in Temiskaming Shores. The Department will maintain superior infrastructure and service delivery with pride, respect and integrity.

### Introduction:

This strategic plan represents our best effort on what should be driving the collective change efforts within the Public Works Department of Temiskaming Shores. The plan is not meant to be a daily service manual of functions performed by the Department. However, it is meant to be a planning document for the Department to more effectively and efficiently provide its daily services in the future. It is expected that this document will assist the Department in achieving the City wide mission of “providing exceptional services” with a clear direction and measurable benchmarks.

The City of Temiskaming Shores Public Works Department's Strategic Plan is intended to provide a mission, goals, and measurable objectives for the Department to effectively provide services to the City of Temiskaming Shores now and in the future.

We have a significant role to play in the unique and exciting environment of Temiskaming Shores. Our citizens need us to be proactive leaders. In order to be a good leader and a good partner, we need to be strong as well as respected, responsive, and reliable to our citizens. We need to be revolutionary in our thinking in how to deliver services while the environment in which we work continues to become more complex. Given the political and environmental constraints we face, we need extraordinary efforts to succeed. We aspire to be indispensable to our residents and they should view us as their team of professionals whom they can count on to deliver vitally needed public works projects and services, on-time and within budget.

### What is a Strategic Plan?

It is no secret that planning is a critical component of all well run organizations, whether private or public. Although this is especially true for public entities as they are responsible for spending tax payer's dollars in the most effective and efficient manner possible.

Proper planning ensures that an organization, in this case the Public Works Department, remains relevant and responsive to the needs of its residents, and continues to strengthen the organization as a whole. Strategic planning provides a base line of where the department is, where it should be in the future and a strategy on how to get there. The plan provides a basis for monitoring progress, assessing results and the impact they are having on reaching the desired outcome. The plan ensures that the Department is allocating its resources including funding, and people in a proper and appropriate fashion.

A strategic plan is a road map to lead an organization from where it is, to where it wants to be in the future. Strategic planning is intended to accomplish three important

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tasks:

- To clarify the outcomes that an organization wishes to achieve;
- To select the broad strategies that will enable the organization to achieve those outcomes;
- To identify ways to measure progress.

Strategic planning enables an organization to look into the future in an orderly and systematic way, keeping it focused and on track. In this case, elected officials would provide guidance through policies (possibly outlined in a Master Plan), providing focus for staff to create and implement a departmental strategic plan. It is important to note again that the process of creating the strategic plan is just as important as the plan itself, employee participation and buy in are critical to its success.

### Why does Temiskaming Shores need a Strategic Plan?

The Public Works Department will have many hard decisions to make as to what services and projects it can deliver as future funding continues to decline. This trend has been called the “New Norm” for all public agencies. It is essential that a well thought out program for the delivery of essential public works services is developed. It is irresponsible not to have a strategic plan and operate as a reactive department as we are the stewards of the community’s public infrastructure.

To best determine the direction of the Department we must establish what our values are and what we are not willing to compromise. This takes a well thought out planning process and documentation of the actions needed to succeed. Temiskaming Shores Public Works Department needs a strategic plan to be successful in its operations. A strategic plan that has been produced to include goals, measurable objectives, and assigned action steps that can be implemented in an effective manner.

### Who Are We?

The Temiskaming Shores Department of Public Works is comprised of 2 main divisions (Transportation and Environmental) with 34 full time, 2 part time (Crossing guards), and 3 seasonal employees (2 Cemetery Attendants and 1 Patrol Person) who possess special skills and knowledge acquired through education, training and experience to meet the public’s needs. Some of the many responsibilities of the Department include:

- Maintaining 214.8 kilometres of roadways and 39.6 kilometres of sidewalks
  - Maintaining 9 bridge and 6 large diameter culvert installations
  - Maintaining 67 kilometres of storm sewer piping and 2142 storm sewer manholes and catchbasins
  - Maintaining 99.1 kilometres of sanitary sewer piping and 1080 sanitary manholes
  - Maintaining 107 kilometres of watermain, 1356 water valves and 488 fire hydrants
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- Maintaining 3035 street signs
- Maintaining 1209 street lights
  - Oversight of all City facility/building maintenance
  - Oversight of the operation of all city owned water and waste water treatment facilities
  - Oversight on all solid waste, household hazardous waste and recycling programs
  - Right-of-way access permitting; and
  - Capital construction management

Mission:

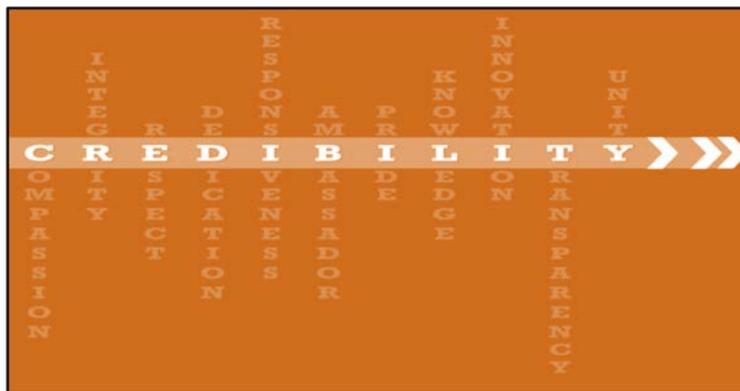
The mission of the Temiskaming Shores Public Works Department is to provide superior quality, safe and appropriate infrastructure for all residents. By establishing positive relationships with the community the Department will be able to provide effective, safe and well managed transportation and environmental services as well as public facilities. The Department will be stewards of the environment and be fiscally responsible in all aspects of its operation. All Public Works employees will be highly qualified individuals and will be provided with the opportunity to continually increase their knowledge through education and training.

Vision:

To be an effectively managed and highly efficient department that responds to the current and future needs through creativity and innovation in order to maintain and enhance the community's essential infrastructure at affordable service delivery levels while strengthening public trust.

Values

Compassion, Integrity, Respect, Dedication, Responsiveness, Ambassador, Pride, Knowledge, Innovation, Transparency, and Unity.



**Compassion** *We care about our community and the needs of our citizens.*

**Integrity** *We seek the highest standard of character in ourselves. We are principled in our actions and remain true to these values.*

**Respect** *We follow the golden rule and extend the same courtesy, respect and civility to our customers as we would expect for ourselves. We compassionately listen to our citizens and seek to understand their concerns, interests and perspectives. We are also mindful of how we treat each other in the workplace.*

**Dedication** *We are committed to providing excellent public service.*

**Responsiveness** *We respond to the diverse needs of the community and strive to take prompt action.*

**Ambassador** *We proudly serve as our Department's representatives to the community.*

**Pride** *We take ownership in our work and the services we provide. We live, work, play and take pride in our community and are invested in its future.*

**Knowledge** *We strive to be experts in our field of work as well as a reliable, trustworthy and credible source of information for Temiskaming Shores residents.*

**Innovation** *We are dedicated to continual improvement, working both harder and smarter and pushing ourselves to utilizing creative solutions for the betterment of our community.*

**Transparency** *We believe in the open exchange of ideas and information in an honest, respectful and civil manner, and strongly aspire for community informed design, engineering, and implementation of programs, projects and services.*

**Unity** *While every employee of the Department is unique, we share a common purpose to positively impact the community we serve.*

### Guiding Principles

- Provide for an open and transparent Public Works Department.
- Provide a superior, safe and functioning infrastructure system for our citizens.
- Provide all services at a sustainable and affordable level of service.
- Provide safe and efficient equipment and a safe work environment for City employees.
- Protect Temiskaming Shores' natural environment and resources.
- Provide opportunities for education and training to all employees.

### Environmental Scan

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The environmental scan looks at both external and internal forces that may have an impact on the Public Works Department's ability to perform its required functions within the organization. The external scan includes looking at opportunities and threats that are outside of the departments control such as:

➤ Political Trends

We must be able to react and adjust to new directives and policies as Councils change and their focuses are altered. Having a management team that is politically astute is important to the success of the department. We cannot control policies and we must learn to adapt quickly if we are to remain a productive and positive force within the organization. Keeping up with the political trends and informing elected officials of our operations is necessary to keeping our mission on track and moving in the right direction. The job of the Director is to make sure that the department is doing what is expected of us and to do so in a manner that is positive for all of the residents.

➤ Community Values

The residents of Temiskaming Shores value the semi-rural character of the City with its' open character and compassionate feel. Preservation of this character is important to take into consideration when the Department is planning for improvements and upgrades of the system. It is apparent that each community does not want to lose its identity. As we approach improvements within our infrastructure we must make sure we take into account the values that the community is based on and keep our designs and improvements within the parameters that have been voiced in the planning stages.

➤ Economic Trends

As the uncertainty with the economy continues, and with no major local boost in sight, our current funding may become the new normal. The Department must be prepared to provide basic services at the same high level that has come to be expected by our residents with less funding. Because our funding is based almost exclusively on property taxes and varying degrees of senior level government support, we can expect stable but slowly declining funding.

One positive with the current trend is that construction costs are somewhat more stable than they have been in the past. Many of the products we rely on are petroleum based and it has been hard to predict how these prices will trend at this time.

➤ Changing Laws and Regulations

As provincial and federal agencies enact new laws and regulations municipalities are forced to uphold these new demands with little or no new funding. These unfunded mandates continue to take money from other areas causing basic services to be cut back in order to meet these new requirements. This trend will continue in the future as funding dwindles at all levels of government and pass through dollars dry up and in

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most cases become nonexistent.

➤ Technology

Technology advancements are changing at an unprecedented pace and changing the delivery of all services including the services provided by municipalities. It is increasingly difficult to fund the cost of upgrading and purchasing new equipment to keep up with the demands of the public. Although these technologies are ultimately designed and implemented as ways to improve service delivery there are costs involved with implementing and maintaining these advancements. It is often difficult to train employees to make sure they are proficient and can fully utilize the advancements in a positive and effective manner.

➤ Escalating Demands

Over time citizens continue to demand more from their local governmental bodies. We are required to respond to a whole new variety of issues that in the past we have not had to think about. Local governments at times must be all things to all people. Citizens want municipalities to be responsible for every issue that arises, while they are not willing to admit they may be part of the problem and are unwilling to help be a part of the solution. We must continue to respond to these new demands and community problems in a sensible and diplomatic manner. We cannot ignore these demands, but we need to be cautious about being too heroic by taking on too much and spreading ourselves too thin to be effective at what we really need to be focusing on.

➤ Aging Infrastructure

According to the 2016 Canadian Infrastructure Report Card (CIRC), one third of existing municipal infrastructure in Canada is at risk of rapid deterioration, and requires repair and accelerated renewal. Aging roadways, bridges and buried infrastructure are a concern for all three levels of government. After decades of continuous use, much of Canada's public infrastructure is approaching the end of its useful life and will need to be repaired or replaced.

Temiskaming Shores' infrastructure is no different with the demand for better municipal services growing in response to higher standards of safety, health, and environmental protection, and, to some degree, growth.

## SWOT Analysis

S.W.O.T stands for Strength, Weaknesses, Opportunities, and Threats. This is common term used in the strategic planning process. The SWOT is an internal analysis of the entity outlining what the Department is good at, what can be improved upon, what prospects are available and what dangers may inhibit its ability to provide service and infrastructure.

## Current Strengths

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Temiskaming Shores Public Works Department realizes that our strengths contribute to the high quality of life our residents enjoy and we strive to continue to look for ways to build on these strengths. The broad knowledge and technical expertise of the Department's staff has given us a strong reputation for competent and efficient service delivery. Our employees take pride in quality performance and the ability to maintain high standards, while providing responsive and timely service. We maintain this high performance standard by investing in staff development through training programs and other employee development opportunities.

Safety is the highest priority we promote in the workplace both for the employees and the public we serve. We have a strong commitment to and continually promote a culture based on personal safety. Safety has and shall continue to be of the utmost importance to the Department benefiting both the employees and the public.

**Other Department Strengths Identified:**

- Customer Respect
- Excellent Street Maintenance
- Strong Internal Communication
- Cooperative Spirit
- Budget conscience
- Solid Leadership
- Teamwork

**Weaknesses (Challenges)**

As a public works agency we are challenged by a community where expectations are higher than typically seen and demands continue to rise. We have come to realize that we must adapt the way we approach our work to meet these demands and challenges in a positive and proactive manner. We look forward to collaborating with the community to identify their priorities and design public works programs and services that meet their expectations now and in the future.

As revenues shrink, problems with an aging infrastructure must continue to be addressed including roadway deterioration, aging sewer and water pipes, more demands for amenities as well as facility needs for all City departments. Staff must develop goals to address all of these issues and find creative ways to fund and build these important projects.

**Other Department Challenges Identified:**

- Environmental / Legislative Compliance
  - Current Technologies
  - Time Constraints
  - Staffing levels
-

## Opportunities

There are many opportunities that are available to the Department that need to be utilized to advance our efforts to provide the highest quality service available. We believe that, for the most part, the Department currently enjoys positive political and community support because of the effort by all employees to deliver superior service and projects in a timely and financially conscious manner. This positive support will continue to provide us with opportunities to improve how we do business.

Additional Department Opportunities Identified:

- Grants
- New Technology Certifications and Training
- Public / Private Partnerships (PPP)

## Threats

There are many external threats that are out of the Department's control that will continue to threaten our ability to provide high quality public works services. As funding opportunities decline and competition for limited funds increases the Department will be forced to do more with less. Staff must continue to find new and innovative ways to overcome these threats.

Other threats include:

- Rising costs of material and labor
- Weather fluctuations
- Citizens attitudes and unrealistic requests
- Unfunded mandates
- Loss of institutional knowledge

## Strategic Priorities (Goals)

The following goals are the major priorities of the Department based on the internal analysis, information obtained from other departments and agencies, general direction perceived to be, or given from, elected officials and the known priorities that have been expressed by citizens.

**Goal 1:** Achieve a high level of customer service and satisfaction.

Now more than ever, Temiskaming Shores citizens expect quality projects, programs and services from the Department. Every day, we have the awesome responsibility of affecting the health, safety and welfare of each citizen's life. Therefore, it is important to deliver vital infrastructure and services in a manner that shows the community they are valued. We do so by maintaining the highest standards of ourselves and the

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services we provide to the community, with courtesy, respect and responsiveness to meet our customers' needs.

**Objective #1:** Continue to provide excellent services, information and products that meet or exceed customer expectations.

**Actions:**

- Complete a Departmental Strategic Plan by March 2018.
- Develop methods to measure customer satisfaction.
- Implement, maintain and continually improve an online customer service response system (requests for service), tracking and feedback tool.
- Increase citizen understanding of the function, practices and procedures of the Public Works Department.
- Improve employee customer service skills.
- Enhance core services by defining service standards and service levels.
- Participate in community meetings to establish personal contacts throughout the City.
- Enhance the Public Works section of the City website to better communicate information to residents about upcoming and ongoing maintenance and construction activities.
- Provide Customer Service related training to all Public Works employees.

**Goal 2:** Increase understanding, involvement and advocacy of the Department.

In order to realize the vision of strengthening public trust, we must continue to strengthen credibility with our citizens and community leaders. Community relationships help to increase awareness and understanding about Department challenges, responsibilities and capabilities. Building relationships with citizens, elected leaders, business and community groups, and educational or other governmental entities generates interest and advocacy for the Departments' services and programs.

**Objective #1:** Enhance community relations that provide meaningful opportunities for citizen engagement, the exchange of information and to understand and help us resolve community challenges.

**Actions:**

- Complete a Communications Audit and Draft Plan by June 2018.
  - Implement the Communications Plan by September 2018.
  - Revive the Employee Newsletter at least quarterly.
  - Continually work toward improving citizen engagement and service request tools that both inform and educate the residents of Temiskaming Shores.
  - Complete and engage in a robust community relations campaign for future infrastructure upgrading projects beyond 2018.
-

**Objective #2:** The Department receives many service requests that are outside our scope of authority or responsibility. It is critical to proactively inform and educate on Department responsibilities and capabilities in order to stay on mission, preserve resources, and be good stewards of public funds.

**Actions:**

- Develop written policy and protocol for processing inquiries and service requests that both inform and educate the residents of Temiskaming Shores pursuant to the Communications Plan by December 2018.
- Educate all City staff and elected officials on the Department's Service Request Protocol by December 2018.

**Objective #3:** The Department seeks to promote and reach balanced, informed and sound decisions, policy and legislation.

**Actions:**

- Complete the Communications Audit and Draft Plan by June 2018.
- Implement the Communications Plan by September 2018.
- Proactively inform, engage and educate community leaders, interested stakeholders, and decision makers on impactful projects and initiatives regularly.
- Demonstrate Department's professional expertise, competency and capability by participating in at least one (1) external stakeholder engagement annually.
- Invite political, resident, neighborhood, business or other groups to share issues, concerns and perspectives with Department management at least quarterly.
- Work regularly, closely and cooperatively with media representatives to cultivate trust and credibility with the public as well as ensure the accuracy of the information provided.
- Extend an open invitation for facility tours to community leaders, interested stakeholders, and decision-makers each May during Public Works week.

**Goal 3:** Ensure employee well-being in the workplace.

We recognize that our employees are the reason behind our quality organization and excellent service record. We strive to support their continual professional and personal development and growth, safety, security and well-being.

**Objective #1:** Promote and adopt practices that demonstrate loyalty and support for the health & safety to our employees.

**Actions:**

- Provide employees with all necessary Personal and Protective Equipment (PPE) to ensure that all duties can be carried out in the safest possible fashion.
  - Continue to develop an innovative and updated safety program.
  - Reward all Public Works employees for preventing injuries and accidents on the job.
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- Strive to have zero preventable accidents each year.
- Conduct surveys among all Public Works employees on their feeling about safety and security on the job.
- Support safety training programs by providing time and funds to conduct an appropriate program.
- Appoint a departmental team (management and worker rep.) to plan and implement yearly safety training program.
- Review/update standard operating procedures (SOP's) safety procedures and department manuals.

**Goal 4:** Ensure continuity of knowledge during staff changes.

Institutional knowledge and other valuable information is often lost with exiting staff. Therefore, it is important to develop robust and effective methods of knowledge transfer for the benefit of both new and existing employees.

Objective #1: Define and implement practices to ensure an acceptable level of knowledge transfer and management accessibility.

Actions:

- Conduct a Training Needs Analysis by December 2018.
- Develop Training and Career Development program to address any gaps found in the Training Needs Analysis by April 2019.
- Review and update employee position descriptions prior to recruitment and/or every 3 years.
- Establish and utilize a new employee orientation checklist and process by January 2019.
- Create an online employee resource portal for Department employees by June 2019.
- Establish a recruitment and replacement procedure for succession planning by June 2019.
- Create individual position manuals by April 2019.

**Goal 5:** Streamline business process and practices.

Cumbersome business processes and practices can limit the effectiveness of Department resources and capabilities. They have a negative impact on the Department's ability to efficiently serve our citizens. Technology can allow existing staff to make better use of their time while also providing consistent, reliable and higher quality deliverables.

Objective #1: Ensure the Department is operating in the most efficient and effective manner possible by evaluating and refining the most cumbersome business practices and systems in the Department.

Actions:

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- Establish an internal “Business Practices Review” Team by May 2018.
- The Business Practices Review Team will identify, by October 2018, at least three (3) critical, yet cumbersome business practices to evaluate and refine.
- The Business Practices Review Team will conduct a review and propose a workflow solution, including any technological tools for each of the three (3) identified business practices, by April 2019.

**Objective #2:** Where appropriate and cost effective, leverage technological tools to streamline and make paperless internal workflows and business practices.

**Actions:**

- Establish a Technology Services Advisory Group by May 2018.
- Create and implement the Department’s “Technology Roadmap” by September 2018.
- Fully implement the Vehicle Maintenance program by July 2018.
- Fully implement the Municipal Data Works program to assist with the development of the Asset Management Plan by January 2019.
- Refine the use of and fully implement the Municipal Road Compliance program by January 2019.
- Review the current electronic files and records located on the City’s data storage system and assemble a more user friendly filing system by January 2020.

**Goal 6:** Practice stewardship of City resources, infrastructure and the environment.

In order to support a sustainable, beautiful, vibrant, safe and livable Temiskaming Shores that keeps and attracts future generations to come, it is important for the Public Works Department and the City to be good stewards of public resources, infrastructure and the environment.

**Objective #1:** Maintain the livability, beauty and cleanliness of public spaces, property and right-of-way.

**Actions:**

- During design, construction, operations and maintenance functions, take ownership and foster a sense of pride in the “look” of Temiskaming Shores where the Department has authority and responsibility (e.g. construction sites, streetscapes, roadsides, and other public rights-of-way).
  - Continually seek to improve housekeeping at construction and maintenance sites to include compliance with Storm Water Pollution Prevention Plans.
  - Respond to street cleaning, mowing and graffiti removal requests within 48 hours.
  - Evaluate and select appropriate street tree plantings and urban landscape initiatives where feasible.
  - Promote and implement the City’s Zoning, Planning and Accessibility policies.
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- Continue to secure, preserve and protect public property, right-of-way and utility and conservation easements.

**Objective #2:** Within the power, authority and responsibility of the Department, protect and preserve the safety and security of our residents, workforce, facilities and resources as well as the resiliency of our infrastructure.

**Actions:**

- Develop an Environmental and Risk Management System (ERMS) Manual by December 2019 that includes standard environmental, safety and emergency management policies, plans and procedures (including ERMS training).
- Annually conduct an ERMS review and report in December of each year.
- Ensure that each Division (transportation and Environmental) of the Department actively reviews, maintains and conducts drills of their respective Emergency Operations Plans (EOPs) on at least an annual basis.

**Objective #3:** Promote, evaluate and implement sustainable policies and practices where feasible.

**Actions:**

- Consider and capture sustainability elements through the creation of a five-year Master Plan.
- Encourage sustainable practices in facility and fleet management.
- Study the development of and develop a strategy for a long-term use of alternative fuels, vehicle conversions and new fueling stations by July 2019.
- Promote water conservation and reclamation and reuse by establishing the Water Conservation Task Force with renewed goals, objectives and targets by January 2020.
- Promote increased recycling and waste diversion through implementation of a 2020 Solid Waste Management Plan and Solid Waste Working Groups' recommendations by July 2019.
- Continue to promote the preservation and protection of floodplain, flood corridors, open spaces and other natural habitats and systems through project planning, development and construction phases.
- Continue to promote green infrastructure for facility improvement, storm and sanitary sewer, potable water, roadway and drainage rehabilitation, reconstruction projects street and interior building lighting and energy efficient facility projects.

**Goal 7:** Balance public interest and resources to achieve compliance with and provide input to shape Provincial and Federal regulations.

Over the course of the last 60 years, provincial and federal regulations have increased significantly, adding both time and cost to municipal projects, programs and services. It is crucial for the Department to actively and proactively research, evaluate and

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ultimately comply with provincial and federal mandates, while also advocating for balanced and reasonable regulations.

**Objective #1** Comply with local, provincial and federal regulations.

**Actions:**

- Develop a policy to promote membership and participation in national, provincial and local professional organizations by September 2018.
- On an ongoing basis, participate in local, provincial, or federal coalitions that identify, discuss or advocate for/against issues and concerns on behalf of municipal government.
- Continually track the efforts and initiatives of regulatory agencies.
- Engage regulatory agencies early and often to improve regulatory reasonableness. Regularly advocate against overburdening regulations.
- Evaluate whether to develop an integrated management plan for discussion with regulatory agencies by January 2019.
- On an annual basis, identify and assess potential mandates and possible outcomes (e.g. Legislative Bill Review) beginning in January of each year.
- Regularly seek to understand the underlying need for proposed or existing regulation and evaluate their implications (e.g. public interest, cost, level of service, enforcement).
- Initiate a community/stakeholder advocacy group (e.g. Stakeholder Advisory Group) as needed.

**Goal 8:** Continually improve Asset Management to maintain public infrastructure

Public infrastructure and municipal budgets that support them are continually challenged by revenue shortages, limited resources and fiscal constraints. At the same time, declining and failing infrastructure requires proper investment, management and response from the Department. Therefore, budgets must reflect needs that are supported by relevant and defensible data. Ever mindful of affordability, our operating and capital budgets should reflect a realistic and commensurate relationship between projects, programs, levels of service and current staffing.

**Objective #1:** Make budget decisions based on asset condition, risk of loss and growing and emergent needs.

**Actions:**

- Complete the inventory of all City owned and operated assets by December 2018.
  - Initiate and complete the development of a City wide Comprehensive Asset Management Plan by July 2020.
  - Advocate for funding levels that meet the community's needs for Infrastructure and Services during the budget process.
  - Develop Cost of Service Data (e.g. How much do I pay? What does my money buy?) for each measurable operation within the Department by July 2019.
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- Initiate a lifecycle analysis on all depreciable City assets.
- Report Departmental Performance through Publically Available Dashboards in Real Time on the City's website by January 2020.
- Update the Asset Management Plan every five (5) years or as required, for each asset included in the Plan.

**Objective #2:** Responsible management and protection of the public's interest by having greater oversight and enforcement of the public and private use of the public right-of-way (ROW).

**Actions:**

- Adopt consistent and reasonable standards that apply to all users of the ROW by January 2020.
- Develop a consistent process to oversee utility construction in the ROW in 2018, including associated ROW permit and fees by January 2019.
- Create a brochure to educate citizens about legal private use of the ROW by January 2019.
- Continue to advance advocacy and funding support for the sidewalk repair program.

**Objective #3:** Promote responsible investment in public infrastructure by developers while also supporting growth in Temiskaming Shores and avoid the premature decline or failure of public infrastructure.

**Actions:**

- Develop and implement approved standard sections, drawings and specifications for Temiskaming Shores by January 2020.
- Develop a document management solution to track all construction agreements and activities to ensure conformance with the standards developed for the City by January 2020.
- Continually monitor and assess the quality and performance of the public improvement by developers / contractors.

**Goal 9:** Ensure that our activities provide the best results and benefit for our customers through strict budgeting processes and fiscal responsibility.

Our residents expect a municipal government that is accountable, transparent in its decision-making, and demonstrates fiscal responsibility and sustainability in all of its activities, including asset and debt management.

**Objective #1:** Sustain operational excellence and financial discipline.

**Actions:**

- Continue to provide appropriate levels of service through allocation of appropriate resources.
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- Seek innovative ways to reduce cost and increase production and quality.
- Invest in quality equipment to minimize long term repair costs.
- Invest in road maintenance program to minimize the need for replacement.
- Evaluate each activity within Public Works for cost savings and improve methods in the field to ensure efficient time management.
- Reward employees for new and innovative processes that save the Department time and money.
- Continue to educate elected officials on the necessity of a first rate maintenance program as the most efficient way to ensure road longevity and lower long term costs.

### Strategic Implementation

Strategic implementation involves executing the objectives and making the necessary adjustments along the way to accomplish the goals and achieve the vision. To ensure that the goals are met and the vision is realized, Temiskaming Shores Public Works Department is committed to following through by recording progress and milestones as the plan is implemented. The team will check in yearly to ensure the plan is being followed and adjustments will be made as needed. There must be accountability if the plan is to be successful, and staff is committed to making changes for the improvement of the Department. Additionally, the mission, vision and values will be reviewed periodically to ensure that they continue to support the overall mission of the City.

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**Subject:** Purchase of On-Board Video  
Surveillance System - Transit

**Report No.:** PW-004-2018  
**Agenda Date:** February 20, 2018

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## **Attachments**

**Appendix 01:** Agreement between Metrolink and REI

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-004-2018;
2. That Council directs staff to prepare the necessary by-law and agreement with Radio Engineering Industries Inc. (REI) for the purchase of on-board video surveillance system for the transit buses at an upset limit of \$30,488 plus applicable taxes for consideration at the February 20, 2018 Regular Council meeting; and
3. That Council approves the purchase and installation of WiFi equipment necessary to enable downloading of daily recordings at a cost of \$5,733.06 plus applicable taxes.

## **Background**

In the fall of 2016, the Temiskaming Transit Committee, engaged the Transit Procurement Initiative (TPI) for a joint procurement with several other transit agencies in Ontario. This purchase was for an On-Board Video Surveillance System (OBVSS). Since then, city staff have been working with 10 other municipalities and TPI on this joint procurement plan to ensure that the system purchased will meet the Temiskaming Transit's requirements for a fully operational system.

## **Analysis**

Three submissions were received in response to the Request for Proposals prior to the closing date. It is important to note that Metrolinx Procurement Services received the submissions and reviewed them to ensure they met the mandatory requirements. Once they were reviewed, a recommendation was made to the group of eleven (11) municipalities involved to proceed with the acquisition of video surveillance from Radio Engineering Industries Inc. (REI). The representatives from the eleven (11) municipalities unanimously agreed.

This report was presented to and discussed at the Transit Committee meeting held on January 24, 2018 and received support for presentation to Council at the February 20, 2018 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

A total of \$32,000 was budgeted in General Capital for this project. The cost of the system for all buses involved is a total of \$31,024.60 (including non-refundable HST) from REI.

In addition to the installation of these systems, we will need to install a WiFi system at Stock Transportation's yard to be able to download the daily recordings on each bus. This cost will be an additional \$5,733.06 plus HST. These costs will be taken from the transit gas tax program.

### **Alternatives**

No alternatives where considered.

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

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Mitch Lafreniere  
Manager of Physical  
Assets

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Christopher W. Oslund  
City Manager



Contract for

Project Name: Supply and Install an On-Board  
Video Surveillance System

Contract Number: RFP-2017-TPI-014

**THIS MASTER AGREEMENT** ("the Master Agreement") for Supply and Install of an On-Board Video Surveillance System

effective as of the

December 11, 2017

**BETWEEN:**

**Metrolinx**

(referred to as "**Metrolinx**")

**AND:**

**Radio Engineering Industries, Inc.**

(referred to as the "**Supplier**")

In consideration of their respective agreements set out below, the Parties covenant and agree as follows:

## **1.0 ARTICLE 1 - INTERPRETATION AND GENERAL PROVISIONS**

**When used in this Agreement, the following words or expressions have the following meanings.**

### **1.01 Defined Terms**

**"Agencies"** means all advisory, adjudicative, regulatory (including those with governing boards), and service agencies of the Province of Ontario.

**"Auditor General"** means the Auditor General of Ontario, and includes any of its representatives, agents, employees, and subcontractors.

**"Authority"** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract or its Deliverables.

**"Authorities"** means all such authorities, agencies, bodies and departments.

**"Broader Public Sector"** means public bodies in the Province of Ontario, other than agencies, board commissions and Crown corporations, receiving funding from the Crown or a municipality or both, and as specified by Metrolinx, acting reasonably, at any time and from time to time.

**"Business Day"** means any day other than: (a) a Saturday or Sunday and (b) any other day on which Metrolinx is not open for business. Each Business Day will end at 4:00 pm on that day.

**"Business Hours"** means the hours between 8:30 a.m. to 4:00 p.m. on any Business Day.

**"Conflict of Interest"** includes, but is not limited to, any situation or circumstance where:

- a) in relation to the RFP process, the Supplier has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its Proposal that is confidential to the Crown and not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or;
- b) in relation to the performance of its contractual obligations in a Crown contract, the Supplier's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

**"Contract"** means the aggregate of:

- (a) the Master Agreement, including all schedules, as amended from time to time in accordance with its terms;
- (b) any related Purchase Agreement, including all schedules, as amended from time to time in accordance with its terms;
- (c) the RFP, including any Addenda; and
- (d) the Proposal.

**“Crown”** means Her Majesty the Queen in right of Ontario and for greater certainty includes the Ministry and Metrolinx.

**“Defect”** bears the meaning associated with such term as contained in the PA.

**“Deliverables”** means everything developed for or provided to the Purchaser by the Supplier in the course of performing under a specific Purchase Agreement, including but not limited to any goods or services, and everything agreed to be provided to Metrolinx or a Purchaser under the Contract by the Supplier or its directors, officers, employees, representatives, agents or subcontractors, as further defined but not limited to Schedule 1 of this Agreement.

**“Effective Date”** means the date set out on the first page of this Master Agreement.

**“Eligible Purchaser”** means an entity that complies with the requirements set out in the Multi-Year Governance Agreement and is eligible to become a Purchaser and participate in joint procurements facilitated by Metrolinx under the Multi-Year Governance Agreement.

**“Expiry Date”** means the end of Term.

**“FIPPA”** means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, her ministers, Agencies, including Metrolinx, appointees, advisors, employees, directors, officers, agents; subcontractors; Successors and permitted assigns and each Purchaser with whom the Supplier enters into a Purchase Agreement.

**“Industry Standards”** include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Ontario and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by Her Majesty the Queen in right of Ontario, including Metrolinx.

**“Intellectual Property”** means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity.

**“Master Agreement”** means this agreement made as of the date of execution between the Supplier and Metrolinx including all of the schedules attached hereto, as such schedules may be amended from time to time, for the provision of Deliverables and is also referred to herein as the “Agreement”.

**“Metrolinx”** means the Crown Corporation established under the *Metrolinx Act, 2006*.

**“Metrolinx Address”** means:

97 Front Street West  
Toronto, Ontario M5J 1E6

**“Metrolinx Representative”** means:

Title: Yolanda da Silva, Manager, Transit Procurement  
Telephone: 416-202-5604  
Email: Yolanda.daSilva@metrolinx.com

**“MFIPPA”** means the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56;

**“Ministry” or “MTO”** means the Ministry of Transportation, its successors and permitted assigns.

**“Multi-Year Governance Agreement”** means the agreement between Metrolinx and Purchasers specifying their respective roles and responsibilities as well as the Purchasers’ intent, subject to budgetary considerations, council or board approval and ultimately, the execution of a Purchase Agreement between the Purchaser and Supplier, to purchase goods or services under the Purchase Agreement consistent with the terms and conditions in the Master Agreement.

**“Municipality”** means a corporation, as defined under the Municipal Act, 2001 and that has signed a Multi -Year Governance Agreement and includes transit commissions of such Municipalities.

**"Ontario Public Service"** (or **"OPS"**) means the ministries and other administrative units of the Government of Ontario over which Ministers of the Crown preside, and for the purposes of the Master Agreement includes the Agencies and Metrolinx.

**"OPS Confidential Information"** means all information of the Ontario Public Service and the Purchaser(s) that is of a confidential nature, including all confidential information in the custody or control of the OPS, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Contract. For the purposes of greater certainty, OPS Confidential Information shall:

- (a) include: (i) all new information derived at any time from any such information whether created by the OPS, the Supplier or any third-party; (ii) all information (including Personal Information) that the OPS is obliged, or has the discretion, not to disclose under provincial or federal legislation;
- (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to the OPS or to any third-party; (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence; (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Supplier; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

**"Option"** means a component, feature, or material that is proposed and priced by the Supplier as an alternative to the Supplier's standard component/feature/material as more particularly set out in Schedule 1 to this Master Agreement;

**"Option Year"** means an additional one-year period for which a Purchaser may extend the Term of the Master Agreement;

**"Parties"** means Metrolinx and the Supplier;

**"Person"** if the context allows, includes any persons, firms, partnerships or corporations or any combination thereof.

**"Personal Information"** means recorded information about an identifiable individual or that may identify an individual.

**"Price(s)"** means the amount charged by the Supplier, in Canadian funds, for the applicable Deliverables, as set out in the Purchase Agreement, which shall be equal to the per unit reference pricing established under Schedule 1 of the Master Agreement, representing the full amount chargeable by the Supplier for the provision of the Deliverables including but not limited to (a) all applicable duties and taxes; (b) all labour and material costs; (c) all travel and carriage costs; (d) all insurance costs; and (e) all other overhead including any fees or other charges required by law (f) the prices indicated in the pricing sheet - Attachment 1 - are for the initial Term of the Master Agreement.

**"Proceeding"** means any action, claim, demand, lawsuit, or other proceeding.

**"Project Manager"** means the individual(s) assigned by Metrolinx, who represents the Purchasers, to liaise with the Supplier regarding Master Agreement issues, and is responsible for liaising with the Supplier regarding any issues with respect to Deliverables;

**"Proposal"** means all the documentation submitted by the Supplier in response to the RFP or in respect of the RFP.

**"Purchase Agreement"** or **"PA"** means the Agreement entered into between Supplier and the Purchaser, setting out the exclusive arrangement for supply of specific Deliverables in accordance with the RFP, as required by the Purchaser from Supplier.

**"Purchaser(s)"** means: (a) a municipality, as defined under the Municipal Act 2001 or a transit authority including a transit commission or board or other persons or classes of persons as may be authorized under the Municipal Act with which a municipality is permitted to enter into an agreement for the Procurement; (b) a legal entity that provides public transit services for persons with disabilities within a municipality and on behalf of that municipality; (c) a legal entity in receipt of Provincial funding for its provision of transit services for persons with disabilities within the Province of Ontario.

**"Record"**, for the purposes of the Contract, means any recorded information, including any Personal Information, in any form: (a)

provided by Metrolinx or the Purchaser to the Supplier, or provided by the Supplier to Metrolinx or the Purchaser, for the purposes of the Contract; or (b) created by the Supplier in the performance of the Contract; and shall include or exclude any information specifically described in Schedule 1 or in a particular Purchase Agreement.

**"Requirements of Law"** mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, Provincial policy directions, and agreements with Authorities that now or at any time hereafter may be applicable to either the Supplier, the Purchasers, the Contract or the Deliverables or any part of them.

**"RFP"** means the Request for Proposal for the required Deliverables on an "as and when" required basis, reference number **RFP-2017-TPI-014** issued by Metrolinx for the Deliverables and any Addenda to it;

**"Steering Committee"** means the decision making body governed by the terms of the Multi-Year Governance Agreement comprising one representative or designated alternate confirmed by a by-law or resolution of the council or board from each Purchaser.

**"Successor"** means:

- a) any ministry, Agency, board, transit commission or Crown corporation of the government of Ontario; or
- b) any entity of the Broader Public Sector; or
- c) any assignee established by Metrolinx pursuant to section 2.09

**"Supplier"** means the Proponent selected by the Steering Committee in accordance with the RFP and who executes the Master Agreement with Metrolinx for the provision of the Deliverables;

**"Supplier Address"** and **"Supplier Representative"** means:

Radio Engineering Industries, Inc.  
6534 L Street  
Omaha, NE 68117  
USA

Name: Greg Chornak  
Title: Territory Manager  
Telephone: 800-228-9275 x 381 or 402-339-1704  
Email: gchornak@radioeng.com

**“Technical Specifications”** means the technical specifications set out in Appendix “B” - Specifications and the Proponent Response to the RFP.

**“Term”** means, subject to any termination rights set out in the Master Agreement or a Purchase Agreement, the period of time from the date of signature of the Master Agreement up to and including the later of

- (a) December 31, 2018;
- (b) in the event a Purchaser elects to exercise an Option Year, ending one subsequent year after completion of original term; or
- (c) the date on which all deliverables as required under the contract have been delivered and accepted by all Purchasers;

**“Terms of Reference”** means the document setting out the specific terms of a particular Procurement that Metrolinx shall prepare, in consultation with the Steering Committee, and which shall be acknowledged by the Steering Committee members representing those Purchasers that intend to participate in the particular Procurement, and shall form the basis of the Master Agreement for that Procurement;

**“Work”** means any and all labour, supervision, services, materials, machinery, equipment, tools, supplies, and facilities called for by the Contract and necessary to the completion thereof.

## 1.02 Schedules

The Schedules to this Master Agreement form a part of this Master Agreement and are as follows:

Schedule 1 - Schedule of Deliverables, Prices, Supplementary Provisions and Warranty Provisions

Schedule 2 - Sample Purchase Agreement

## 1.03 No Indemnities from Metrolinx or Purchaser(s)

Notwithstanding anything else in the Contract, any express or implied reference to Metrolinx or any Purchaser providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the OPS, including Metrolinx and the Purchaser(s), whether at the time of

execution of the Master Agreement or at any time during the Term of the Contract, shall be void and of no legal effect.

**1.04 Entire Agreement**

The Contract embodies the entire agreement between the Parties with regard to the provision of Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise, existing between the Parties at the date of execution of the Master Agreement.

**1.05 Severability**

If any term or condition of the Contract, or the application thereof to the Parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the Parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

**1.06 Interpretive Value of Contract Documents**

In the event of a conflict or inconsistency in any provisions in the Contract: (a) the main body of the Master Agreement shall govern over the Schedules to the Master Agreement; (b) subject to the last sentence in section 3.04 (c) of the Master Agreement, the Master Agreement (including its Schedules) shall govern over any Purchase Agreement; (c) the Master Agreement (including its Schedules) and a Purchase Agreement shall govern over the RFP and the Proposal; and (d) the RFP shall govern over the Proposal.

**1.07 Interpretive Value of Headings**

The headings in the Contract are for convenience of reference only and in no manner modify, interpret or construe the Contract.

**1.08 Force Majeure**

Neither Party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the Parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include delays or failures

relating to (i) labour disruptions, or (ii) shortages or unavailability of supplies or services. If a Party seeks to excuse itself from its obligations under this Contract due to a force majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance continues for a period of more than 45 calendar days the other Party may terminate the Contract upon 7 calendar days written notice and such termination shall be in addition to the other rights and remedies of the terminating Party under the Contract, at law or in equity. Notwithstanding the foregoing, any force majeure relating to shortages or unavailability of supplies or services shall not entitle Metrolinx to terminate this agreement where the delay is less than 45 calendar days provided that the Supplier uses all possible commercial efforts to mitigate or negate the effect of such delay.

#### **1.09 Notices by Prescribed Means**

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery, e-mail, or facsimile and shall be addressed to, respectively, Metrolinx Address to the attention of the Metrolinx Representative and to the Supplier Address to the attention of the Supplier Representative. Notices shall be deemed to have been given (a) in the case of postage-prepaid envelope, seven (7) calendar days after such notice is mailed; or (b) in the case of personal delivery or facsimile one (1) calendar day after such notice is received by the other Party. In the event of a postal disruption, notices must be given by personal delivery or by facsimile. Notices relating to a particular Purchase Agreement shall also be governed by this paragraph, but shall be delivered to the particular representatives and addresses established under the specific Purchase Agreement. Unless the Parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph. The Parties and any Purchasers under a PA may amend their respective addresses, Metrolinx Address, the Supplier Address and the Purchaser's Address (as defined in the PA) by providing to the other at least fourteen (14) calendar days written notice of such change in compliance with the terms of this section 1.09.

#### **1.10 Governing Law**

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**1.11 Number and Gender**

In this Agreement words in the singular include the plural and vice-versa and words in one gender include all genders.

**1.12 References to this Agreement**

The words "herein", "hereby", "hereof", "hereto" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular portion of it.

**1.13 References to any Agreement**

Unless specified otherwise, a reference in this Agreement to an agreement, document or standard (including, for avoidance of doubt, this Agreement and any Ministry or Metrolinx safety standard) at any time refers (subject to all relevant approvals) to that agreement, document or standard as amended, supplemented, restated, substituted, replaced, notated or assigned at such time.

**1.14 Meaning of Including**

In this Agreement the words "include", "includes" or "including" mean "include without limitation", "includes without limitation" and "including without limitation", respectively, and the words following "include", "includes" or "including" shall not be considered to set forth an exhaustive list.

**1.15 Trade Meanings**

Unless otherwise defined herein, words or abbreviations which have well-known trade meanings are used herein in accordance with those meanings.

**1.16 Statutes**

Unless specified otherwise, a reference in this Agreement to a statute refers to that statute as in force at the date hereof and as the same may be amended, re-enacted, consolidated and/or replaced from time to time, and any successor statute thereto. A reference to a statute shall be deemed to include any regulations made thereunder.

**1.17 Currency**

Unless specified otherwise, all statements of or references to dollar amounts or money in this Agreement are to lawful currency of Canada.

**1.18 Calculation of Time**

For purposes of this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Eastern Standard Time or Eastern daylight time, as the case may be) on the last day of the period. If, however, the last day of the period does not fall on a Business Day, the period shall be deemed to end at 5:00 p.m. (Eastern Standard Time or Eastern daylight time, as the case may be) on the next Business Day.

**1.19 Performance on Holidays**

If any action is required by this Agreement to be taken on or by a day which is not a Business Day, such action shall be valid if taken on or by the next succeeding Business Day.

**1.20 Amendment**

The Contract, including without limitation, this Agreement may be amended, changed or supplemented only by a written agreement signed by the Parties hereto. No changes shall be effective or shall be carried out in the absence of such an amendment.

**1.21 Waiver of Rights**

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party hereto 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 any Party hereto to exercise, and no delay in exercising, any right under this 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.

**2.0 ARTICLE 2 - LEGAL RELATIONSHIP BETWEEN METROLINX, PURCHASERS, SUPPLIER AND THIRD PARTIES****2.01 Supplier's Power to Contract**

The Supplier represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person, which would in any way interfere with the rights of Metrolinx or a Purchaser under this Contract.

**2.02 Representatives May Bind the Parties**

The Parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

**2.03 Supplier Not a Partner, Agent or Employee**

The Supplier shall have no power or authority to bind Metrolinx or the Purchasers or to assume or create any obligation or responsibility, express or implied, on behalf of Metrolinx or the Purchasers. The Supplier shall not hold itself out as an agent, partner or employee of Metrolinx or the Purchasers. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between Metrolinx or the Purchasers and the Supplier (or any of the Supplier's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors) or constitute an appointment under the Public Service of Ontario Act, 2006, S.O. 2006, c. 35, Schedule A, as amended from time to time.

**2.04 Responsibility of Supplier**

The Supplier agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Supplier's liabilities under the Contract and under the general application of law. The Supplier shall advise these individuals and entities of its obligations under the Contract and, without limiting the generality of the foregoing, shall take appropriate action to ensure compliance with (a) the Contract generally and (b) with the requirements of Article 5 (Confidentiality and FIPPA) of the Master Agreement. Every contract entered into by the Supplier with a supplier or subcontractor shall adopt all of the terms and conditions of this Contract as far as applicable to those parts of the Work and Deliverables provided by the supplier and subcontractor in respect of the Deliverables, including but not limited to the document retention and audit rights contained in section 4.02 of this Agreement. In addition to any other liabilities of the Supplier pursuant to the Master Agreement or otherwise at law or in equity, the Supplier shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above mentioned individuals and entities.

**2.05 No Subcontracting or Assignment**

The Supplier shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent (a) with respect to the Master Agreement or the Contract as a whole, of Metrolinx; and (b) with respect to any particular Purchase Agreement, of the respective Purchaser. Such consent shall be in the sole discretion of Metrolinx or the Purchaser respectively and may be subject to the terms and conditions that may be imposed by Metrolinx

or the Purchaser. Without limiting the generality of the conditions which Metrolinx or the Purchaser may require prior to consenting to the Supplier's use of a subcontractor, every contract entered into by the Supplier with a subcontractor shall adopt all of the terms and conditions of this Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract, nor any consent granted under this paragraph, shall create a contractual relationship between any subcontractor or its employees and Metrolinx or the Purchaser.

#### **2.06 Duty to Disclose Change of Control**

In the event that the Supplier undergoes a change in control, either de facto or de jure, the Supplier shall immediately disclose such change in control to Metrolinx and shall comply with any terms and conditions subsequently prescribed by Metrolinx resulting from the disclosure.

#### **2.07 Conflict of Interest**

The Supplier shall (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by Metrolinx or a Purchaser to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, Metrolinx may, at its sole and absolute discretion, immediately terminate the Master Agreement upon giving notice to the Supplier where (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by Metrolinx or a Purchaser to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of the Contract.

#### **2.08 Contract Binding**

The Contract shall enure to the benefit of and be binding upon the Parties and their successors, executors, administrators and their permitted assigns.

#### **2.09 Successor(s)**

Metrolinx may at any time during the Term and as determined by Metrolinx in its sole discretion, assign, in whole or in part, its rights and obligations under this Agreement to any Successor(s) with the financial and technical capability to take on these rights and obligations. When the Successor(s) accept(s) the assignment from

Metrolinx, this Master Agreement shall be assigned, in whole or in part, to the Successor(s) who shall succeed to and become vested with any of the rights, powers, responsibilities, obligations and liabilities of Metrolinx that have been assigned to it, and Metrolinx shall be discharged from any such rights, powers, responsibilities, obligations and liabilities under any and all parts of the Contract. After the appointment of any Successor(s), this Master Agreement or, as set out in the assignment, any part of the Agreement shall continue in effect for the benefit of the Successor(s) and the Purchasers.

## 2.10 Purchaser(s)

- (a) The Purchasers as listed in section 2.1 of the RFP have each signed, or intend to sign, a Multi-Year Governance Agreement and Terms of Reference with Metrolinx with the intention of participating in the joint procurement during the identified Term with the option to purchase in a subsequent Option Year, or years. However, Proponents should note that any Purchaser that has signed a Multi-Year Governance Agreement and Terms of Reference has the opportunity to opt out from participation in this procurement prior to Metrolinx notifying the successful Proponent and executing the Master Agreement. At the time of notification of award of the Master Agreement, the successful Proponent will be advised if any of the existing Purchasers have withdrawn.
- (b) In no event will the Ontario Public Service (OPS), including Metrolinx or its assigns be liable to the successful Proponent or to any third party for payment or other obligations relating to the purchase of On-Board Video Surveillance Systems, which obligations shall be the sole responsibility of each Purchaser under that Purchaser's Purchase Agreement.
- (c) Upon execution of the Master Agreement between the Supplier and Metrolinx, other Eligible Purchasers may choose to sign the Multi-Year Governance Agreement and Terms of Reference with Metrolinx to access the Supplier arrangement set out in the Master Agreement and may contract to order the Deliverables from the Supplier, subject to the terms set out below in Article 2.10 (d) other Eligible Purchasers.
- (d) Other Eligible Purchasers, other than the aforementioned Purchasers, may be able to participate in this procurement subject to: 1) signing the Multi-Year Governance Agreement and Terms of Reference with Metrolinx; and 2) confirmation in writing

from the Supplier to Metrolinx of its manufacturing capacity to provide the additional Deliverables to such Eligible Purchasers. The Supplier is under no obligation to accept additional orders if the Supplier can demonstrate that its at capacity.

- (e) Metrolinx will be responsible for notifying the Supplier in writing of other Eligible Purchasers that wish to participate in the procurement under.

### **3.0 ARTICLE 3 - PERFORMANCE BY SUPPLIER**

#### **3.01 Post-Award Meeting**

The Supplier is required to have an all Party (Purchasers, Metrolinx, and Supplier) conference at a mutually acceptable site in the Greater Toronto Area (GTA) to finalize Options and details of the Deliverables, as per the RFP. This meeting is to be coordinated by the Supplier and chaired by the Project Manager.

#### **3.02 Supplier Performance and Purchase Agreement**

This Master Agreement sets out terms and conditions in connection with the acquisition of Deliverables and contemplates the execution by the Supplier and the Purchaser(s), during the Term, of one or more Purchase Agreements in the form set out in Schedule 2 - Sample Purchase Agreement. The Supplier shall provide Deliverables to a Purchaser pursuant to a Purchase Agreement and each Deliverable shall comply with all of the requirements in the Contract including but not limited to the specifications in the RFP Appendix "B" -Technical Specifications.

#### **3.03 Performance Warranty**

The Supplier hereby represents and warrants that the Deliverables shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations and furthermore that all Deliverables will be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of Metrolinx, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense as specified by Metrolinx in a rectification notice. The obligations contained in this clause shall survive the termination or expiry of the Contract.

#### **3.04 Purchase Agreements**

With respect to Purchase Agreements:

- 
- (a) only Purchasers as defined under the Master Agreement may obtain Deliverables on the terms and conditions provided for in the Contract, and only by entering into a Purchase Agreement (PA) executed by a duly authorized representative of the Purchaser and the Supplier (for which Purchasers shall utilize the Purchaser Purchase Agreement attached as Schedule 2);
  - (b) Deliverables shall be provided only pursuant to a Purchase Agreement and in accordance with the Contract;
  - (c) to the extent not addressed in the PA, the terms and conditions of the Master Agreement shall apply to each Purchase Agreement and the same terms and conditions that apply between the Supplier and Metrolinx under the Master Agreement shall also apply between the Supplier and each Purchaser under each Purchase Agreement and, without limiting this paragraph, the duties owing to Metrolinx under the Master Agreement shall also be owing to the Purchaser under the particular Purchase Agreement and the rights exercisable by Metrolinx under the Master Agreement shall also be exercisable by the Purchaser under the particular Purchase Agreement. In the event of inconsistency, the terms of the particular PA shall prevail over the terms of the Master Agreement to the extent of any such inconsistency and with respect to that Purchaser;
  - (d) each Purchase Agreement shall refer to this Master Agreement by setting out the agreement number set out on the first page of this Master Agreement, and shall, at minimum, also include (i) the name or description of each Deliverable including selected Options along with the related Price payable, and delivery dates; (ii) the type, term and commencement date of each assignment; (iii) the name and contact information for the Purchaser and Supplier for the purposes of the particular Purchase Agreement; and (iv) the acknowledgement contained in Article 12 to the Purchase Agreement attached as Schedule 2 to the Master Agreement. Each PA shall include all the terms set out in the Sample PA attached as Schedule 2 to this Master Agreement and, except to the extent set out in this section 3.04(d), no other terms and conditions may be agreed upon by the parties to the Purchase Agreement;

- (e) the terms and conditions set out in any Purchase Agreement shall have no effect on any other Purchase Agreement and shall only apply to the provision of Deliverables to a Purchaser under that particular Purchase Agreement; and
- (f) the Supplier shall provide the Project Manager with a current copy of each executed Purchaser's PA, any PA amendments and Purchase Orders.

### **3.05 Supplier Contacts**

The Supplier shall designate in writing to Metrolinx a regular contact person and an alternate, to be identified on the execution of the Master Agreement, to be available, during regular Business Hours to address Metrolinx and Purchaser inquiries.

### **3.06 Management of the Master Agreement**

The Supplier agrees to have its representative attend meetings with the Project Manager, Metrolinx and Purchasers on an as-required basis to discuss any issues of mutual concern. Such communication may cover the entire scope of the Master Agreement including but not limited to opportunities to maximize value and reduce overall costs, administrative issues, and Supplier service and performance issues.

### **3.07 Use and Access Restrictions**

The Supplier acknowledges that unless it obtains specific written preauthorization from Metrolinx, any access to or use of OPS property, technology or information that is not necessary for the performance of its contractual obligations with Metrolinx and the Purchaser(s) is strictly prohibited. The Supplier further acknowledges that Metrolinx may monitor the Supplier to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Supplier.

### **3.08 Notification by Supplier**

During the Term, the Supplier shall advise Metrolinx and the Purchasers promptly of (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law and (d) any warranty information, product recall information or safety or security

information related to a Deliverable or a component part of a Deliverable.

### **3.09 Condonation Not a Waiver**

Any failure by Metrolinx to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Contract shall not be construed as a waiver by Metrolinx of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

### **3.10 Supplier to Comply With Reasonable Change Requests**

Metrolinx may request changes, in writing, to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable Metrolinx change requests and the performance of such requests shall be in accordance with the terms and conditions of the Contract. If the Supplier is unable to comply with the change request, it shall promptly notify Metrolinx and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the Parties to this Master Agreement. Subject to section 3.04 (d), change requests may be made by the Purchaser in a similar manner as they relate to a particular Purchase Agreement.

If the Supplier is of the reasonable opinion that it is necessary for reasons beyond the Supplier's control to alter, deduct from, add to or omit any part of the Deliverables to accomplish the result intended by the Contract, it shall provide written notice of this requirement and details of same to Metrolinx. Metrolinx may in its sole discretion determine whether or not to accept such proposed change and such change request shall not be effective until a written agreement reflecting the change has been executed by the Parties to this Agreement. In no event will any such change result in an increase to the Price.

### **3.11 Pricing for Requested Changes**

Where a Metrolinx change request includes an increase in the scope of the previously contemplated Deliverables, Metrolinx shall set out, in its change request, the proposed reasonable market Prices for the contemplated changes. Where the reasonable market Prices in effect at the time of the change request:

- (a) include reasonable market pricing for the particular type of goods or services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those goods or services at reasonable market prices consistent with those Prices; or
- (b) are silent to the applicable Price for the particular goods or services contemplated in the change request, the Price shall be negotiated between Metrolinx and the Supplier within a reasonable period of time;
- (c) if Metrolinx identifies that certain components may be supplied by the Purchaser (i.e. customer supplied components), in lieu of those provided by the Supplier, the Supplier is to design and install such items at a reasonable market price, and shall provide documentation demonstrating that such pricing is at market value and commercially reasonable;

and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the Parties and by the parties to any applicable PA. Subject to section 3.04 of the Master Agreement, the provisions of this paragraph shall also apply to any change requests made by a Purchaser as they relate to a particular Purchase Agreement.

### **3.12 Exclusivity and Work Volumes**

The Supplier will be the exclusive provider of the Deliverables to the Purchasers during the Term. Metrolinx makes no representation regarding the volume of goods and services to be ordered by the Purchasers under the Contract.

### **3.13 Rights and Remedies and Supplier Obligations Not Limited to Contract**

The express rights and remedies of Metrolinx and the Purchasers and obligations of the Supplier set out in the Contract are in addition to and shall not limit any other rights and remedies available to Metrolinx and the Purchasers or any other obligations of the Supplier at law or in equity.

### **3.14 Price Adjustments Due to Regulation and/or Statutory Changes Not Applicable**

### **3.15 Favourable Pricing**

If the Supplier is able to offer any one (1) Purchaser a Price reduction with respect to any of the items listed in Attachment 1, it shall make a similar offer to every other Purchaser.

### **3.16 Project Schedule**

Upon the execution of each Purchase Agreement, the Supplier shall provide to the Project Manager for approval, a proposed project schedule in relation to the Deliverables under each PA. The Supplier agrees to cooperate in good faith with the Purchasers in ensuring the timely execution of the Purchase Agreements and shall not delay the execution of such agreements in order to affect a later delivery schedule. The Supplier shall follow the approved project schedule unless varied by agreement with the Project Manager. The Supplier shall provide the Project Manager with an up to date project schedule for the duration of the Contract.

### **3.17 Potential Additional Purchasers**

The Supplier shall notify Metrolinx of discussions with potential additional purchasers.

### **3.18 Summary of Options**

The Supplier shall provide the Project Manager with a spreadsheet (Excel) detailing the Purchasers' Options, together with prices charged within 60 calendar days of the end of the Contract Year.

## **4.0 ARTICLE 4 - PAYMENT FOR PERFORMANCE**

### **4.01 Payment According to Contract Prices**

Each Purchaser shall be exclusively responsible for the payment to the Supplier for the Deliverables in accordance with the terms and conditions of the Contract and in relation to a particular Purchase Agreement. The OPS including Metrolinx shall not be responsible for any payment or other obligation, including but not limited to, under any Purchase Agreement. Details of payment for performance can be found in the Purchaser's Purchase Agreement.

### **4.02 Document Retention and Audit**

For seven (7) years after the expiration of the Term, the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the Term, the Supplier shall permit and assist the Auditor General, the Ministry,

Metrolinx and the Purchaser(s) in conducting audits of the operations of the Supplier and any supplier or subcontractor of any Work or parts forming any part of the Deliverables to verify (a) and (b) above. The Auditor General, the Ministry, Metrolinx or the Purchaser, as the case may be, shall provide the Supplier with at least twenty-one (21) calendar days prior notice of its requirement for such audit. The Supplier's obligations under this paragraph shall survive any termination or expiry of the Contract.

Metrolinx and the Purchasers and their respective representatives and agents agree to enter into a confidentiality agreement with the Supplier prior to their commencement of an audit, inspection or review of the Supplier's records in order to protect and maintain the confidentiality of the Supplier's confidential information. Any such confidentiality agreement shall be subject to Metrolinx obligations under FIPPA and the Purchaser's obligations under MFIPPA, as may be applicable, and shall exclude information that is generally available to the public without fault or breach by Metrolinx or the Purchaser, information of a general nature relating to the Deliverables or the RFP procurement process, information already in the possession of Metrolinx or the Purchaser, information which becomes available to Metrolinx or the Purchaser from a third party provided such third party is not breaching any obligation of confidentiality. The terms and condition of such confidentiality agreement shall be subject to the agreement of the relevant parties, acting reasonably.

#### **4.03 Survival**

The obligations contained in this Article shall survive the termination or expiry of the Contract.

### **5.0 ARTICLE 5 - CONFIDENTIALITY AND FIPPA**

#### **5.01 Confidentiality and Promotion Restrictions**

Any publicity or publications related to the Contract shall be at the sole discretion of Metrolinx and the Purchaser(s). Metrolinx and the Purchaser(s) may, in their sole discretion, acknowledge the Deliverables provided by the Supplier in any such publicity or publication. The Supplier shall not make use of its association with Metrolinx or the Purchaser(s) without the prior written consent of both Metrolinx and the Purchaser(s) as may be applicable in respect of any PA. Without limiting the generality of this paragraph, the Supplier shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has

first obtained the express written authorization to do so by both Metrolinx and the Purchaser.

#### **5.02 OPS Confidential Information**

During and following the Term, the Supplier shall: (a) keep all OPS Confidential Information confidential and secure; (b) limit the disclosure of OPS Confidential Information to only those employees who have a need to know it and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, exploit or use any OPS Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of Metrolinx and (ii) in respect of any OPS Confidential Information about any third-party, the written consent of such third-party; (d) provide OPS Confidential Information to Metrolinx on demand; and (e) return all OPS Confidential Information to Metrolinx before the termination or expiry of the Term, with no copy or portion kept by the Supplier.

#### **5.03 Restrictions on Copying**

The Supplier shall not copy any OPS Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Supplier, the Supplier must reproduce all notices, which appear on the original.

#### **5.04 Injunctive and Other Relief**

The Supplier acknowledges that breach of any provisions of this Article 5 may cause irreparable harm to Metrolinx or the Purchaser(s) or to any third-party to whom Metrolinx or the Purchaser owes a duty of confidence, and that the injury to Metrolinx or the Purchaser(s) or to any third-party may be difficult to calculate and inadequately compensated in damages. The Supplier agrees that Metrolinx or the Purchaser(s) is entitled to seek injunctive relief (without proving any damage sustained by it or by any third-party) or any other equitable remedy against any actual or potential breach of the provisions of this Article.

#### **5.05 Notice and Protective Order**

If the Supplier or any of its directors, officers, employees, agents, representatives or advisors become legally compelled to disclose any OPS Confidential Information, the Supplier will provide Metrolinx and the Purchaser(s) with prompt notice to that effect in order to allow Metrolinx and the Purchaser(s) to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and

it shall co-operate with Metrolinx and the Purchaser(s) and their legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Supplier will disclose only that portion of OPS Confidential Information which the Supplier is legally compelled to disclose, only to such person or persons to which the Supplier is legally compelled to disclose, and the Supplier shall provide notice to each such recipient in co-operation with legal counsel for Metrolinx and the Purchaser(s) that such OPS Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Master Agreement and, if possible, shall obtain each recipient's written agreement to receive and use such OPS Confidential Information subject to those terms and conditions.

#### **5.06 FIPPA Records and Compliance**

The Supplier and Metrolinx acknowledge and agree that FIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Supplier agrees:

- (a) to keep Records secure;
- (b) to provide Records to Metrolinx within seven (7) calendar days of being directed to do so by Metrolinx for any reason including an access request or privacy issue;
- (c) not to access any Personal Information unless Metrolinx determines, in its sole discretion, that access is permitted under FIPPA and is necessary in order to provide the Deliverables;
- (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by Metrolinx;
- (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;
- (f) to restrict access to Personal Information to those of its employees who have a need to know it and who have been specifically authorized to have such access for the purpose of providing the Deliverables;

- (g) to implement other specific security measures that in the reasonable opinion of Metrolinx would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and
- (h) that any confidential information supplied to Metrolinx may be disclosed by Metrolinx where they are obligated to do so under FIPPA by an order of a court or tribunal or pursuant to a legal proceeding;

and the provisions of this paragraph shall survive any termination or expiry of the Contract and shall prevail over any inconsistent provisions in the Contract. The Supplier furthermore acknowledges that some of the Records may be governed by provisions of the MFIPPA and therefore the terms of this paragraph shall apply to that statute and any relevant Purchaser with the necessary changes as may be applicable.

#### **5.07 Survival**

The provisions of this Article Five shall survive any termination or expiry of the Contract.

### **6.0 ARTICLE 6 - INDEMNITY AND INSURANCE**

#### **6.01 Supplier Indemnity**

The Supplier hereby agrees to indemnify and hold harmless the Indemnified Parties 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, "Claims"), by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Supplier, its subcontractors or their respective directors, officers, agents, employees, component suppliers or independent contractors in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract, in all cases to the extent resulting from a breach by the Supplier of this Master Agreement or an action or omission by the Supplier, its subcontractors or their respective employees or agents. The Supplier further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any

person, entity or organisation, including, without limitation, Metrolinx and the Purchaser(s), claimed or resulting from such Claims. The indemnified parties shall provide the Supplier with prompt notice of any claim or potential claim provided that any delay in providing notice shall not impact the indemnity to the extent the Supplier is not adversely impacted by the delay. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

## **6.02 Supplier's Insurance**

The Supplier hereby agrees to put in effect and maintain for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

(a) Continuous commercial general liability insurance coverage, which shall be maintained beyond the Term, for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than Two Million Dollars (\$2,000,000) per occurrence, Two Million Dollars (\$2,000,000) products and completed operations aggregate. Such liability insurance shall contain no exclusions in conflict with the work required to be performed under this Master Agreement. The policy is to be endorsed to include the following:

- the Indemnified Parties as additional insureds
- contractual liability coverage
- cross-liability clause
- employer's liability coverage (or compliance with the paragraph below entitled "Proof of Workplace Safety and Insurance Act (W.S.I.A) Coverage" is required)
- 30 day written notice of cancellation, termination
- tenant's legal liability coverage (if applicable and with applicable sub-limits)
- non-owned automobile coverage with blanket contractual coverage for hired automobiles, if applicable

### **(b) Errors and Omissions Insurance**

The policy shall have a limit of liability of not less than Two Million Dollars (\$2,000,000) per claim. The policy shall be maintained throughout the term of this Master Agreement, plus coverage for

an extended reporting period of not less than thirty-six (36) months following the expiry date or termination date of this Master Agreement.

**(c) Additional Coverage**

Without prejudice to the other provisions of this Master Agreement, the Supplier shall, at all relevant times and at their own expense, obtain and maintain, or cause to be obtained and maintained, those insurances that are reasonable for the performance of the type of Work required by this Master Agreement and which they are required to obtain and maintain, or cause to be obtained or maintained, by applicable law.

**6.03 Proof of Insurance**

The Supplier shall provide Metrolinx with proof of the insurance required by this Master Agreement in the form of valid certificates of insurance that reference this Master Agreement and confirm the required coverage, on or before the commencement of this Master Agreement, and renewal replacements, including the contract number, up to thirty (30) calendar days post inception or renewal date and thereafter, no later than fifteen (15) calendar days prior to the placement, renewal, amendment or extension of all or any part of the insurance. Upon the request of Metrolinx, a copy of each insurance policy shall be made available. The Supplier shall ensure that each of its subcontractors complies with the insurance requirements set out in this Master Agreement by obtaining similar types of insurance and providing the Supplier with proof of the acquisition and maintenance of such insurance. The Supplier shall be responsible for all deductible amounts under the policies.

**6.04 Proof of W.S.I.A. Coverage or Equivalent**

If the Supplier is subject to the Workplace Safety and Insurance Act ("WSIA"), it shall submit a valid clearance certificate of WSIA coverage to Metrolinx prior to the execution of the Master Agreement by Metrolinx. In addition, the Supplier shall, from time to time at the request of Metrolinx, provide additional WSIA clearance certificates. The Supplier covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors, from time to time during the Term, under the WSIA, failing which Metrolinx shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Contract or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to

the WSIA and unpaid by the Supplier or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Supplier pursuant to the Contract together with all costs incurred by Metrolinx in connection therewith. If the Supplier is not subject to the WSIA it shall be bound by the terms and required to comply with such reasonably equivalent workplace and safety requirements as may be applicable to it in the provision of the Deliverables pursuant to the Contract and the foregoing provisions of this section 6.04 (Proof of W.S.I.A. Coverage or Equivalent) shall apply mutatis mutandi with respect to such requirements.

#### **6.05 Supplier Participation in Proceedings**

The Supplier shall, at its expense, to the extent requested by Metrolinx or a Purchaser, participate in the defence of any Proceeding against any Indemnified Parties referred to in this Article and any negotiations for their settlement. Metrolinx may elect to participate in or conduct the defence of any such Proceeding by notifying the Supplier in writing of such election without prejudice to any other rights or remedies of Metrolinx under the Contract, Master Agreement, Purchase Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel. No settlement shall be entered into by the Supplier unless it has obtained the prior written approval of Metrolinx or the Purchaser as may be applicable. If the Supplier is requested by Metrolinx or a Purchaser to participate in the defence of any such Proceeding, Metrolinx and the Purchaser(s) agree to co-operate with and assist the Supplier to the fullest extent possible in the Proceedings and any related settlement negotiations. If Metrolinx or a Purchaser conducts the defence of any such Proceedings, the Supplier agrees to co-operate with and assist Metrolinx or a Purchaser to the fullest extent possible in the Proceedings and any related settlement negotiations. The Supplier shall provide Metrolinx with prompt notice of any claims or proceedings arising hereunder.

### **7.0 ARTICLE 7 - TERMINATION, EXPIRY AND EXTENSION**

#### **7.01 Immediate Termination of Master Agreement**

Metrolinx may, on seven days' written notice terminate the Master Agreement upon notice to the Supplier where:

- (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency;

- (b) the Supplier breaches any provision in Article 5 (Confidentiality and FIPPA) of the Master Agreement;
- (c) the Supplier breaches the Conflict of Interest paragraph in Article 2 (Legal Relationship Between Metrolinx/Purchaser, Supplier and Third-Parties) of the Master Agreement;
- (d) the Supplier, prior to or after executing the Master Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to Metrolinx;
- (e) the Supplier, prior to or after executing the Master Agreement, makes a material misrepresentation or omission, or provides materially inaccurate information in respect of Canadian Content, or otherwise fails to comply with Canadian Content Requirements in respect of the Deliverables;
- (f) the Supplier undergoes a change in control which, in the sole opinion of Metrolinx, adversely affects the Supplier's ability to satisfy some or all of its obligations under the Contract;
- (g) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of Metrolinx; or
- (h) the Supplier's acts or omissions constitute a substantial failure of performance provided that Metrolinx has provided the Supplier with written notice of such failure and the Supplier has not cured the failure (when such failure is curable) to Metrolinx reasonable satisfaction within ten business days after receipt of the written notice with details of the failure;

and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

## **7.02 Dispute Resolution by Rectification Notice**

Subject to the above paragraph, where the Supplier fails to comply with any of its obligations under the Master Agreement, Metrolinx may issue a rectification notice to the Supplier setting out the manner and time frame for rectification. Within ten (10) calendar days of receipt of that notice the Supplier shall either (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to Metrolinx. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, Metrolinx may immediately

terminate the Master Agreement or the Purchaser may immediately terminate the Purchase Agreement. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow Metrolinx to immediately terminate the Master Agreement or shall allow the Purchaser to immediately terminate the Purchase Agreement.

**7.03 Termination on Notice**

Metrolinx reserves the right to terminate the Master Agreement, without cause, upon sixty (60) calendar days prior written notice to the Supplier.

**7.04 Supplier's Obligations on Termination**

Upon termination, the Supplier shall, in addition to its other obligations under the Master Agreement and at law:

- (a) provide Metrolinx with a report detailing (i) the current state of the provision of Deliverables by the Supplier Deliverables and performance of the Contract;
- (b) execute such documentation as may be required by Metrolinx to give effect to the termination of the Master Agreement;
- (c) comply with any other instructions provided by Metrolinx, including but not limited to instructions for facilitating the transfer of its obligations to another Person or Successor in accordance with section 2.09 of this Master Agreement; and
- (d) complete and supply any Deliverables in accordance with instructions from a Purchaser and for such purposes all of the provisions of this Agreement shall survive to the extent necessary to facilitate the completion and supply of the Deliverables under any existing PA.

**7.05 Supplier's Payment Upon Termination**

A Purchaser shall only be responsible for the payments contemplated by its Purchase Agreement. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the Purchaser may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

**7.06 Scope of Termination Rights**

The express rights of termination contained in this Article 7 are in addition to and shall in no way limit any rights or remedies of Metrolinx or the Purchasers under the Contract, at law or in equity.

#### **7.07 Expiry of Master Agreement**

The Master Agreement shall expire at the end of the Term.

#### **7.08 Extension of Master Agreement: Option Year**

Metrolinx may exercise the right to seek an extension of the term of the Master Agreement for an additional Option Year by providing the Supplier notice in writing of its intention to do so before the end of the initial Term. Prices for the new term will need to be negotiated by Metrolinx and the Supplier. Notwithstanding anything in this Agreement to the contrary, in the event that Metrolinx does not notify the Supplier of its intention to exercise an additional Option Year under the Master Agreement, the Master Agreement shall be deemed to be at an end and shall expire at the completion of its stated Term, unless the Parties agree otherwise in writing.

### **8.0 ARTICLE 8 -METROLINX ROLES AND RESPONSIBILITIES**

#### **8.01 Metrolinx not Liable for Payments or Compliance**

Metrolinx is not liable or otherwise responsible for ensuring, monitoring or otherwise interpreting or enforcing in respect of the Deliverables, nor for the payment of or for any costs including but not limited to those related to any Deliverables, that are the subject of a Purchase Agreement.

#### **8.02 Additional Purchasers**

Metrolinx shall notify the Supplier in writing of any potential addition of an Eligible Purchaser to the Multi-Year Governance Agreement who intends to become a Purchaser and acquire Deliverables. At such time, the Supplier shall notify Metrolinx in writing if it has sufficient capacity to accommodate the additional Eligible Purchaser on the basis of the terms and conditions of this Master Agreement.

#### **8.03 Vendor Performance Management Program (VPM)**

Metrolinx will utilize the Vendor Performance Management (VPM) Program to assist in monitoring, evaluating and recording vendor performance using the Contract Performance Appraisal (CPA) form. The Vendor Performance Management Program establishes a standard methodology for the incorporation of a vendor's past

performance as a criterion in assessing that vendor's bids or proposals for future Work with the client.

## **9.0 ARTICLE 9 - PROJECT MANAGEMENT STRATEGY**

### **9.01 Project Manager**

Metrolinx shall appoint a Project Manager to act as the high level contract manager for the Master Agreement only.

### **9.02 Project Manager Name and Address**

Metrolinx shall provide the name and address of the Project Manager to the Supplier in writing.

**9.03** The Implementation and Management Plan is described in Section 6.0 of Appendix "B".

## **10.0 ARTICLE 10 - INTELLECTUAL PROPERTY**

### **10.01 Metrolinx Intellectual Property**

The Supplier agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by Metrolinx to the Supplier shall remain the sole property of Metrolinx or Her Majesty the Queen in right of Ontario at all times.

### **10.02 No Use of Ontario Government Insignia**

The Supplier shall not use any insignia or logo of Metrolinx or Her Majesty the Queen in right of Ontario except where required to provide the Deliverables, and only if it has received the prior written permission of Metrolinx to do so.

### **10.03 Supplier Representation and Warranty Regarding Third-Party Intellectual Property**

The Supplier represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any third-party Intellectual Property rights. The Supplier further represents and warrants that it has obtained assurances with respect to any Supplier Intellectual Property and third-party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

### **10.04 Metrolinx May Prescribe Further Compliance**

Metrolinx reserves the right to prescribe the specific manner in which the Supplier shall perform its obligations relating to this Article Ten.

**10.05 Survival**

The obligations contained in this Article shall survive the termination or expiry of the Contract.

**11.0 ARTICLE 11 - MISCELLANEOUS****11.01 Time of the Essence**

Time is of the essence of every provision of this Agreement. Extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

**11.02 Further Acts**

The Parties shall do or cause to be done all such further acts and things as may be reasonably necessary or desirable to give full effect to this Master Agreement. Without limiting the foregoing, each Party will at any time and from time to time execute and deliver or cause to be executed and delivered such further instruments and take such further actions as may be reasonably requested by the other Party or Parties in order to cure any defect in the execution and/or delivery of this Agreement.

**11.03 Costs**

Except as otherwise provided in this Master Agreement, each Party shall be responsible for its own costs and expenses incurred in connection with performing and observing its obligations and covenants under this Agreement.

**11.04 Language**

The Parties hereto hereby confirm their request that this Agreement and all documents related directly or indirectly thereto be drafted in the English language.

**11.05 Supplier Acknowledgement**

The Supplier acknowledges and agrees that Metrolinx and its Successors shall not be liable or responsible to the Supplier for any matter arising under this Agreement or a PA or through the provision of the Deliverables and, without limiting the generality of the foregoing, the Supplier acknowledges and agrees that Metrolinx and its Successors will not be liable or responsible for any payment

or other obligation relating to the purchase of the Deliverables or other Work provided under a PA, which obligations remain the sole and exclusive obligation of the Purchaser.

**11.06 Harmonized Sales Tax**

HST applies for the purposes of this Contract. In the event that any relevant taxing statute is amended with the effect that HST would not be applicable, the parties shall amend the Contract accordingly.

In consideration of their respective agreements set out below, the Parties covenant and agree as follows:

IN WITNESS WHEREOF the Parties hereto have executed the Master Agreement effective as of the date first above written.

EXECUTION AUTHORIZED BY MEMBERS' RESOLUTION

Metrolinx Signature:

Name:

Title:

Date of Signature: 12/19/17

Signature:

Name:

Title:

Date of Signature:

Mike Newman  
Manager  
Procurement - Operations  
& Administration

I/we have the authority to bind the Corporation.

Radio Engineering Industries, Inc.

Signature:

Name:

Title:

Date of Signature:

I have authority to bind the Supplier.

Kevin Herrmann

KEVIN HERRMANN

CFO

12/13/17

**PURCHASE AGREEMENT**

**THIS PURCHASE AGREEMENT**, made in triplicate, for the  
**Supply and Install of an On-Board Video Surveillance System**

is effective as of the

**[\*\*insert start date for Term\*\*]**

BETWEEN:

**[\*\*insert full legal name of Purchaser]**

("the Purchaser")

- and -

**Radio Engineering Industries Inc.**

("the Supplier")

In consideration of their respective agreements set out below and subject to the terms of the Master Agreement between Metrolinx and Radio Engineering Industries Inc., dated November 28, 2017

the Parties covenant and agree as follows:

**ARTICLE 1 - DEFINITIONS, INTERPRETATION AND GENERAL PROVISIONS****1.01 Defined Terms**

Unless otherwise specified or the context otherwise requires, for the purposes of this Agreement the following terms have the following meanings:

**"Defect"** means any

- a) deficiency disclosed by the Supplier or otherwise discovered by the Purchaser in respect of the deliverables; or
- b) patent or latent malfunction or failure in manufacture, installation, or design of any material, component or system;

**"Free On Board" or "FOB"** means the Supplier bears the cost and risks associated with transportation, up to and including the delivery of the systems, equipment and all components. to the Purchaser's destination specified in the Purchase Agreement;

**"Master Agreement"** means the agreement made between the Supplier and Metrolinx for the provision of On-Board Video Surveillance System to Purchasers during the Term including all of its schedules;

**"Metrolinx Address"** means:

97 Front Street West  
Toronto, Ontario  
M5J 1E6

**Metrolinx Representative:**

Title: Manager, Transit Procurement  
Telephone: 416-202-5604  
Email: Yolanda.dasilva@metrolinx.com

**"Parties"** means the Purchaser and the Supplier;

**"Purchase Agreement"** or **"PA"** means this agreement (including all Schedules) entered into between Supplier and the Purchaser, in accordance with the RFP and the Master Agreement; which is also referred to herein as the Agreement;

**"Term"** means, subject to any termination rights set out in the Master Agreement or this Purchase Agreement, the period of time from the date of signature of the Master Agreement up to and including the later of.

- (a) December 31, 2018;
- (b) in the event a Purchaser elects to exercise an Option Year, ending one subsequent year after completion of original term; or
- (c) the date on which all deliverables as required under the contract have been delivered and accepted by all Purchasers;

**All other capitalized terms used in this Agreement have the meanings ascribed to them in the Master Agreement.**

## **1.02 Schedules**

The Schedules to this PA form a part of this PA and are as follows:

Schedule A (Deliverables)

Schedule B (Price)

## **1.03 Interpretive Value of Contract Documents**

In the event of a conflict or inconsistency in any provisions in the Contract for the purposes of this PA alone: (a) the main body of the PA shall govern over the Schedules to the PA; (b) subject to the last sentence of Section 3.04 (c) of the Master Agreement, the Master Agreement (including its Schedules) shall govern over the Purchase Agreement; (c) the Master Agreement (including its Schedules) and the Purchase Agreement shall govern over the RFP and the Proposal; and (d) the RFP shall govern over the Proposal.

#### **1.04 Notices by Prescribed Means**

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery, e-mail or facsimile and shall be addressed to, respectively, the Purchaser's Address to the attention of the Purchaser's Representative, to the Metrolinx Address to the attention of the Metrolinx Representative and to the Supplier Address to the attention of the Supplier Representative. Notices shall be deemed to have been given (a) in the case of postage-prepaid envelope, seven (7) calendar days after such notice is mailed; or (b) in the case of personal delivery or facsimile one (1) calendar day after such notice is received by the other Party. In the event of a postal disruption, notices must be given by personal delivery or by facsimile. Unless the Parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph. The Parties may amend their respective addresses (Purchaser's Address and the Supplier Address), by providing to the other at least fourteen (14) calendar days written notice of such change in compliance with the terms of this section 1.04.

#### **1.05 No Subcontracting or Assignment**

The Supplier shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent (a) with respect to the Master Agreement or the Contract as a whole, of Metrolinx; and (b) with respect to this Purchase Agreement, of the Purchaser. Such consent shall be in the sole discretion of Metrolinx and/or the Purchaser respectively as the case may be, and may be subject to the terms and conditions that may be imposed by Metrolinx and/or the Purchaser. Without limiting the generality of the conditions which Metrolinx and/or the Purchaser may require prior to consenting to the Supplier's use of a subcontractor, every contract entered into by the Supplier with a subcontractor shall adopt all of the terms and conditions of this Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract, nor any consent granted under this paragraph, shall create a contractual relationship between any subcontractor or its employees and Metrolinx or the Purchaser.

#### **1.06 Duty to Disclose Change of Control**

In the event that the Supplier undergoes a change in control, either de facto or de jure, the Supplier shall immediately disclose such change in control to the Purchaser and shall comply with any terms and conditions subsequently prescribed by the Purchaser resulting from the disclosure.

#### **1.07 Conflict of Interest**

The Supplier shall (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose without delay any actual or potential

Conflict of Interest that arises during the performance of its contractual obligations to both the Project Manager and the relevant Purchaser; and (c) comply with any requirements prescribed by Metrolinx or the Purchaser to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Purchaser may, at its sole and absolute discretion, immediately terminate the PA upon giving notice to the Supplier where (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by Metrolinx and/or the Purchaser to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of the PA.

## 2.0 ARTICLE 2 - MASTER AGREEMENT

### 2.01 Master Agreement

The terms and conditions of the Master Agreement (other than Section 11.05 of the Master Agreement and any other provision which when incorporated into this Purchase Agreement would result in this Purchase Agreement not being a binding obligation of the parties hereto). are incorporated herein unless otherwise specified in this Agreement and for such purposes, the Purchaser shall be read as Metrolinx, and, without limiting this paragraph, the duties owing to Metrolinx under the Master Agreement shall also be owing to the Purchaser and the rights exercisable by Metrolinx shall also be exercisable by the Purchaser. Notwithstanding the foregoing it is agreed and acknowledged by the Parties to this Purchase Agreement that the contractual relationship between the Supplier and the Purchaser for any Deliverables is exclusively between those Parties.

## 3.0 ARTICLE 3 - REPRESENTATIVES FOR PURCHASE AGREEMENT

### 3.01 Supplier Representative

The Supplier's representative for purposes of this Purchase Agreement shall be:

[\*insert Supplier's contact name, phone number and e-mail address\*]**The Supplier acknowledges and agrees that the Supplier's representative named above has authority to legally bind the Supplier.**

### 3.02 Purchaser Representative

The Purchaser representative for purposes of this Purchase Agreement shall be:

[\*insert Purchaser's mailing address \*][\*insert name and title, telephone and facsimile number for Purchaser representative, as well as same information for back -up person if available\*][\*insert Purchaser contact name, phone number, facsimile and E-mail address\*]

## 4.0 ARTICLE 4 - TERM OF PURCHASE AGREEMENT

### 4.01 Term

This Purchase Agreement shall expire at the end of the Term.

### 4.02 Immediate Termination of Contract

The Purchaser may, on seven days' written notice, terminate the PA upon giving notice to the Supplier where:

- (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency;
- (b) the Supplier breaches any provision in Article 14 (Confidentiality and MFIPPA) of the PA;
- (c) the Supplier breaches the Conflict of Interest paragraph in Article 1 (Definitions, Interpretation and General Provisions) of the PA;
- (d) the Supplier, prior to or after executing the PA, makes a material misrepresentation or omission or provides materially inaccurate information to the Purchaser;
- (e) the Supplier, prior to or after executing the PA, makes a material misrepresentation or omission, or provides materially inaccurate information in respect of Canadian Content, or otherwise fails to comply with Canadian Content Requirements in respect of the Deliverables;
- (f) the Supplier undergoes a change in control which, in the sole opinion of the Purchaser, adversely affects the Supplier's ability to satisfy some or all of its obligations under the PA;
- (g) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the PA without first obtaining the written approval of the Purchaser and/or Metrolinx as the case may be; or
- (h) the Supplier's acts or omissions constitute a substantial failure of performance provided that the Purchaser has provided the Supplier with written notice of such failure and the Supplier has not cured the failure (where such failure is curable) to the Purchaser reasonable satisfaction within ten business days after receipt of the written notice with details of the failure and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

### 4.03 Dispute Resolution by Rectification Notice

Subject to the above paragraph, where the Supplier fails to comply with any of its obligations under the PA, the Purchaser may issue a rectification notice to the Supplier setting out the manner and time frame for rectification. Within

ten (10) calendar days of receipt of that notice the Supplier shall either (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Purchaser. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Purchaser may immediately terminate the Purchase Agreement. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow the Purchaser to immediately terminate the Purchase Agreement.

#### **4.04 Supplier's Payment Upon Termination**

The Purchaser shall only be responsible for the payments contemplated by the Purchase Agreement for the Deliverables or portions thereof as have been completed or assembled by the Supplier up to and including the effective date of any termination unless instructions for a later effective date have been provided in writing by a Purchaser to the contrary. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the Purchaser may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

#### **4.05 Termination on Notice**

The Purchaser reserves the right to terminate the PA without cause upon sixty (60) calendar days prior written notice to the Supplier. Notwithstanding anything in this PA to the contrary, in the event of termination under this section 4.05, and subject to the Supplier's obligation to mitigate as set out in this section 4.05, the Purchaser shall be responsible for the payment of the Supplier's direct, verifiable costs relating to such Deliverables or portions thereof as have been completed or assembled by the Supplier up to and including the effective date of termination. Notwithstanding the foregoing, in reducing the Supplier's costs the Supplier shall be obligated to first utilize, set aside or apply such Deliverables or portions thereof as may be necessary to satisfy its obligations under other existing Purchase Agreements or third-party agreements prior to the Purchaser's payment for such items pursuant to this section 4.05.

### **5.0 ARTICLE 5 - PERFORMANCE BY SUPPLIER**

#### **5.01 Supplier to Comply With Reasonable Change Requests**

The Purchaser may, in writing, request changes to the PA, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable Purchaser change requests and the performance of such requests shall be in accordance with the terms and conditions of the Contract. If the Supplier is unable to comply with the change request, it shall

promptly notify the Purchaser and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the Parties to this PA.

If the Supplier is of the reasonable opinion that it is necessary for reasons beyond the Supplier's control to alter, deduct from, add to or omit any part of the Deliverables to accomplish the results intended by the Contract, it shall provide written notice of this requirement and details of same to the Purchaser. The Purchaser may in its sole discretion determine whether or not to accept such proposed change and such change request shall not be effective until a written agreement reflecting the change has been executed by the Parties to this Agreement. Subject to section 5.02, in no event will any such change result in an increase to the Price.

### **5.02 Pricing for Requested Changes**

Where a Purchaser change request includes an increase in the scope of the previously contemplated Deliverables, the Purchaser shall set out, in its change request, the proposed reasonable market Prices for the contemplated changes. Where the reasonable market Prices in effect at the time of the change request:

- (a) include reasonable market pricing for the particular type of goods or services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those goods or services at reasonable market prices consistent with those Prices; or
- (b) are silent to the applicable Price for the particular goods or services contemplated in the change request, the Price shall be negotiated between the Purchaser and the Supplier within a reasonable period of time;
- (c) if the Purchaser identifies that they would like to supply certain components (i.e. customer supplied components), in lieu of those provided by the Supplier, the Supplier is to design and install such items at a reasonable market price, and be able to provide justification for their pricing;

and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the Parties.

### **5.03 Rights and Remedies and Supplier Obligations Not Limited to Contract**

The express rights and remedies of the Purchaser and obligations of the Supplier set out in the Contract are in addition to and shall not limit any other

rights and remedies available to the Purchaser or any other obligations of the Supplier at law or in equity, except as specifically stated herein.

#### **5.04 Price Adjustments Due to Regulation and/or Statutory Changes**

**Not Applicable**

#### **5.05 Favourable Pricing**

If the Supplier is able to offer any one Purchaser a Price reduction with respect to any of the Options set out in Schedule 1 to the Master Agreement, it shall make a similar offer to every other Purchaser.

#### **5.06 Exclusivity and Work Volumes**

The Supplier will be the exclusive provider of the Deliverables to the Purchasers during the Term. Metrolinx makes no representation regarding the volume of goods and services to be ordered by the Purchasers under the Contract.

### **6.0 ARTICLE 6 - DELIVERABLES, PRICES AND PAYMENT PROCESS**

#### **6.01 Deliverables, Prices and Payment Process**

The Supplier agrees to provide the Deliverables to the Purchaser in compliance with the Master Agreement and as more particularly specified in Schedule A (Deliverables) to this Purchase Agreement. Subject to the Master Agreement, the Price for the provision of the Deliverables shall be as specified in Schedule B (Price) to this Purchase Agreement. Unless otherwise specified in Schedule B (Price), the Supplier shall invoice the Purchaser for the Deliverables provided under this Purchase Agreement in accordance with the terms set out in section 6.02 of this PA.

#### **6.02 Invoicing and Payments**

The ordering Purchaser(s) shall be invoiced in accordance with the following procedures unless otherwise specified in the Purchase Agreement. Payment will be made only in Canadian funds. Terms for payment of invoices shall be net 30 calendar days from the date of acceptance of the system by the Purchaser in accordance with this Agreement.

All invoices covering purchases by each Purchaser must:

- a. Itemize any applicable taxes owing separate from the unit cost of Deliverables;
- b. Indicate the unit price and the total amount payable by Purchaser in respect of the Deliverables delivered (for the avoidance of doubt, prices are based on the Purchase Order date and not the delivery date);

- c. Include the purchase order number (if applicable), complete shipping and invoicing address (shipping costs are the responsibility of the Supplier); Supplier contract number (i.e. tender # RFP-2017-TPI-014, Purchaser contact name, telephone and facsimile number; Supplier name, address, telephone and facsimile number; order date; delivery date; product code number; quantity; product description; unit price; total dollar value of order/purchase; HST itemized separately; terms of payment: net 30 calendar days and signature of authorized Purchaser;
- d. Invoices that are not properly completed and signed, or which are lacking any of the information required in (c) above, or contain a billing error will not be processed and will be returned unpaid to the Supplier with a description of the billing error or missing information; and
- e. Be supported by detailed records maintained by the Supplier for a period of seven (7) years following completion or termination of the Master Agreement and made available to the Purchaser upon request, notwithstanding such completion or termination.

### **6.03 Payment According to Contract Prices**

Each Purchaser shall be exclusively responsible for the payment to the Supplier for the Deliverables in accordance with the terms and conditions of the Contract and in relation to its particular Purchase Agreement. Metrolinx shall not be responsible for any payment or other obligation under any Purchase Agreement.

Payment for services rendered in accordance with the terms and conditions of the Contract shall be based on the following:

- Equipment and equipment installation shall be paid monthly for the camera installations accepted during the month by the Purchaser
- Training: Shall be invoiced monthly for 100% of the training performed that month
- Spares: 100% shall be paid for upon the reception and acceptance of the equipment at each agency

### **6.04 Hold Back or Set Off**

The Purchaser may hold back or set off against payment twice the estimated cost of any Defect if, in the opinion of the Purchaser acting reasonably, the Supplier has failed to comply with any requirements of the Contract. This amount will be paid immediately by the Purchaser upon rectification of the Defect by the Supplier.

### **6.05 No Expenses or Additional Charges**

There shall be no other charges payable to the Supplier under the Purchase Agreement other than the Prices established under the Contract and otherwise payable hereunder in respect of the Supplier's provision of the Deliverables.

#### **6.06 Payment of Taxes and Duties**

Unless otherwise stated, the Supplier shall pay all applicable taxes, including excise taxes incurred by or on the Supplier's behalf with respect to the Contract.

#### **6.07 Withholding Tax**

The Purchaser shall withhold any applicable withholding tax from amounts due and owing to the Supplier under the PA and shall remit it to the appropriate government in accordance with applicable tax laws.

#### **6.08 Interest on Late Payment**

The interest rate for any late payment occurring only through no fault of the Supplier or on account of force majeure will prevail and shall not exceed the general rate of interest on overpayment of provincial taxes in effect on the date that the payment went into arrears.

#### **6.09 Document Retention and Audit**

For seven (7) years after the expiration of the Term, the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the Term, the Supplier shall permit and assist the Purchaser, Metrolinx, the Ministry and the Auditor General in conducting audits of the operations of the Supplier and any sub-supplier or subcontractor of any Work or parts forming any part of the Deliverables to verify (a) and (b) above. The Purchaser, Metrolinx, the Ministry or the Auditor General, as the case may be, shall provide the Supplier with at least fourteen (14) calendar days prior notice of its requirement for such audit. The Supplier's obligations under this paragraph shall survive any termination or expiry of the Contract.

The Purchaser, Metrolinx, and each of their respective representatives and agents, as may be applicable, agree to enter into a confidentiality agreement with the Supplier prior to their commencement of an audit, inspection or review of the Supplier's records in order to protect and maintain the confidentiality of the Supplier's confidential information. Any such confidentiality agreement shall be subject to the relevant parties' obligations under MFIPPA or FIPPA and shall exclude information that is generally available to the public without fault or breach by the Purchaser, information of a general nature relating to the RFP or the procurement process, information

already in the possession of the Purchaser, information which becomes available to the Purchaser from a third party provided such third party is not breaching any obligation of confidentiality.

### **6.10 Survival**

The obligations contained in this Article shall survive the termination or expiry of the Contract.

## **7.0 ARTICLE 7 - DELIVERY, INSTALLATION AND ACCEPTANCE**

### **7.01 Delivery Procedure**

Upon satisfactory completion of the installation, and Purchaser approval, on the first transit vehicle as outlined in section 8.5 of Appendix "B" - Technical Specifications, the Deliverables will be delivered to the Purchaser by the Supplier with:

- a) Any Defects or deficiencies from the tests corrected;
- b) Completion of any additional work (such as upgrades or bugfixes etc.), as jointly agreed to by the Supplier and the Purchaser and documented in Schedule A of the PA.

### **7.02 Delivery and Installation Schedule**

Unless otherwise specified by the Purchaser, all deliveries and installation of equipment should be made per the hours as listed per Appendix B2 to B9. The Supplier shall ensure that all specified delivery and installation schedules provided by the Purchaser are strictly adhered to. The Supplier shall notify the Purchaser delivery contact a minimum of fourteen (14) calendar days in advance of each delivery and twenty-one (21) calendar days in advance of installations. No additional delivery or services charges are permitted.

Deliveries and installations shall be completed according to the target project schedule specified in Appendix "B" section 6.0 with the start date determined upon the signing of this Purchase Agreement.

### **7.03 Title and Assumption Of Risk Of Loss**

The Supplier warrants that, upon installation of the Deliverables, the title of the Deliverables shall pass to the Purchaser free and clear of all encumbrances. The Supplier assumes risk of loss while the Deliverables are being manufactured and delivered to the Purchaser. The Purchaser shall assume risk of loss of the Deliverables following installation.

### **7.04 Acceptance Of Deliverable**

Tests and acceptance of the systems will be done according to the test and acceptance criteria laid out in Appendix "B" Specifications, section 8.0 Testing. Note that any failure of equipment before any provisional system acceptance is considered part of the project implementation and all costs associated with the repair shall be at the Supplier's expense. Acceptance is by the Purchaser in accordance with Appendix B.

### **7.07 Repairs By Purchaser**

If the Purchaser is authorized by the Supplier to correct the Defects that caused the conditional acceptance or non-acceptance of the system, it shall use Supplier-specified parts available from its own stock or those supplied by the Supplier specifically for this repair.

1. Supplier Supplied Parts. If the Supplier supplies parts for the Work being performed by the Purchaser, these parts shall be shipped prepaid to the Purchaser within 10 (ten) calendar days after receipt of the Purchaser's request for said parts.
2. Reimbursement for Parts. The Supplier shall reimburse the Purchaser for all parts and materials necessary to correct the Defect. The reimbursement shall be at the current replacement cost and shall include applicable taxes. Alternatively, the Supplier may replace the parts at no cost to the Purchaser.
3. Return of Defective Components. The Supplier may request that defective parts covered by this provision be returned to the manufacturing plant, at the Supplier's cost.
4. Reimbursement for Labour. The Supplier shall reimburse the Purchaser for labour. The amount shall be determined by multiplying the number of person-hours actually required to correct the Defect by an all-inclusive shop rate of \$100 per hour.
5. Reimbursement for Warranty Labour and/or Parts

The Supplier shall reimburse the Purchaser by cheque for warranty labour and/or parts, within 60 (sixty) calendar days of receipt of warranty claim. The Purchaser will have the option of accepting reimbursement through parts credits, if applicable.

## **8.0 ARTICLE 8 - DELAYS**

### **8.01 Supplier's Delay**

If the Supplier is delayed at any time during the progress of the Work by the neglect or failure of the Purchaser or by a cause described below, then the time for completion of the relevant Work and/or affected delivery date(s) may be extended by the Supplier for a commensurate period of time subject to the following conditions:

1. The cause of the delay must arise after the notice of award and neither was nor could have been anticipated by the Supplier by reasonable investigation before such award;
2. The Supplier demonstrates to the Purchaser that the completion of the Work and/or affected delivery(ies) will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
4. The Supplier makes written request and provides other information to the Purchaser as described in section 8.02 (Notification of Supplier Delay).

A delay that meets all of the conditions of this section shall be deemed an excusable delay. Any concurrent delay that does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.

None of the above shall relieve the Supplier of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the specified time for completion pursuant to Article 9 (Liquidated Damages) for delays occurring prior or subsequent to the occurrence of an excusable delay.

The Purchaser reserves the right to rescind or shorten any extension previously granted if, subsequently, the Purchaser determines that any information provided by the Supplier in support of a request for an extension of time was erroneous provided that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, the Purchaser will not rescind or shorten any extension previously granted if the Supplier acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Supplier.

#### **8.02 Notification Of Supplier Delay**

Notwithstanding Force Majeure (see Master Agreement, Section 1.08), no extension or adjustment of time shall be granted by the Purchaser unless the Supplier provides the Purchaser (a) written notice of the delay within fourteen (14) calendar days after the commencement of the delay and (b) a written application stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Supplier under the Contract, and the portion or portions of the Work affected, within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either Party under this Agreement.

The Purchaser shall make its determination within thirty (30) calendar days after receipt of the Supplier's application.

## **9.0 ARTICLE 9 - LIQUIDATED DAMAGES**

### **9.01 Liquidated Damages - Delivery and Acceptance**

It is mutually understood and agreed by and between the Parties that time is of the essence with respect to the completion of the Work and the Deliverables and that in case of any failure on the part of the Supplier to complete the Work or provide the Deliverables within the time specified in Section 7.02 (Delivery and Installation Schedule), except for any delay as provided for in this Agreement, the Master Agreement Section 1.08 (Force Majeure), or any extension thereof, that the Purchaser will be damaged thereby. It being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due the Purchaser shall be fixed at one hundred dollars (\$100.00) per Business Day per system not delivered in acceptable condition as per Appendix "B" Sections 4.0, 6.0, & 8.0.

The Supplier hereby agrees to pay the afore stated amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Purchaser and further authorizes the Purchaser to deduct the amount of the damages from money due the Supplier under the Purchase Agreement, computed as aforesaid. If the monies due the Supplier are insufficient or no monies are due the Supplier, the Supplier shall pay the Purchaser the difference or the entire amount, whichever may be the case, within thirty (30) calendar days after receipt of a written demand by the Purchaser.

The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the Purchaser arising at any time from the failure of the Supplier to fulfill the obligations referenced in this clause in a timely manner, but shall not limit the Purchaser's right to seek any other legal or equitable relief (other than damages) for the Supplier's breach of the obligations referenced in this clause and shall not limit the Purchaser's right in respect of any other breach or default by the Supplier.

Notwithstanding the foregoing, the Purchaser specifically reserves the right, without limitation of any other rights, to terminate the Purchase Agreement in accordance with Article 4 in this Agreement, and seek any rights and remedies available to the Purchaser at law or in equity in the event of termination in accordance with Article 4 of this Agreement.

### **9.02 Liquidated Damages - Warranty Repairs**

It is mutually understood and agreed by and between the Parties to the Purchase Agreement that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Supplier to complete the Work within the time specified in the Technical Specifications, except for any delay as provided for in this Agreement, the Master Agreement (section 1.08 Force Majeure), or any extension thereof, that the Purchaser will be damaged thereby. It being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due the Purchaser shall be fixed at one hundred dollars (\$100.00) per calendar day per system that is out of service for more than five Business Days after notification by the Purchaser of a defect applicable to the Supplier's warranty.

The Supplier hereby agrees to pay the afore stated amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Purchaser and further authorizes the Purchaser to deduct the amount of the damages from money due the Supplier under the Purchase Agreement, computed as aforesaid. If the monies due the Supplier are insufficient or no monies are due the Supplier, the Supplier shall pay the Purchaser the difference or the entire amount, whichever may be the case, within thirty (30) calendar days after receipt of a written demand by the Purchaser.

The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the Purchaser arising at any time from the failure of the Supplier to fulfill the obligations referenced in this clause in a timely manner, but shall not limit the Purchaser's right to seek any other legal or equitable relief (other than damages) for the Supplier's breach of the obligations referenced in this clause and shall not limit the Purchaser's right in respect of any other breach or default by the Supplier.

Notwithstanding the foregoing, the Purchaser specifically reserves the right, without limitation of any other rights, to terminate the Purchase Agreement in accordance with Article 4 in this Agreement, and seek any rights and remedies available to the Purchaser at law or in equity in the event of termination in accordance with Article 4 of this Agreement.

## **10.0 ARTICLE 10 - MATERIALS AND WORKMANSHIP**

All materials and workmanship including but not limited to the Work and Deliverables to be provided by the Supplier to the Purchaser hereunder will comply with the Technical Specifications, including without limitation, the Warranty Provisions set out in section 10 of the Technical Specifications Appendix "B".

### **10.01 Quality of Materials**

The Supplier shall furnish all materials required. The materials furnished shall be new and shall be free from, and protected against reasonable corrosion, impurities, Defects, and imperfections impairing strength, durability and appearance. They shall be of good commercial quality for the purposes specified, with structural properties to withstand the strains and stresses to which they will be subjected in normal service. Notwithstanding any prior inspection or approval, only materials conforming to the requirements of the Technical Specifications shall be incorporated into the item or items to be procured.

### **10.02 Equivalent Materials and Equipment**

The Supplier shall supply the Deliverables as proposed and agreed to in the Master Agreement and the individual Purchaser's Purchase Agreement unless substitutions become necessary. Any substitution of an article or material shall be of at least equal quality and suitable for the purpose intended. Substitutions will be permitted hereunder subject only to the following:

- a. Any such substitution shall require prior approval in writing by the Purchaser and the Metrolinx Project Manager
- b. Any such substitutions shall not result in any additional cost to the Purchaser
- c. All requests by the Supplier for approval of substitutions shall be made to the Purchaser in writing and accompanied by supporting information
- d. The burden of proof of at least equal quality and of suitability for the purpose intended shall be upon the Supplier and all information and tests related to such proof shall be free of cost to the Purchaser

Whenever classification, rating or other certification by a body such as the Canadian Standards Association (CSA), the American Society for Testing and Materials (ASTM), or recognized National Standards is a part of the technical specifications for any material, any substitution of alternative materials shall be accompanied by certification from the appropriate body of compliance with the requirements of the Technical Specifications.

### **10.03 Defective Material**

Material or equipment intended for use during installation, or parts thereof, which is found to be not in conformance with the Contract shall be clearly marked and so disposed of as to ensure that it will not be used or offered for use again on the Work unless and until proper material or equipment has been substituted or other corrective action taken to the satisfaction of the purchaser.

**10.04 Maintainability**

It is imperative that the emphasis be placed upon maintainability, which depends upon accessibility, ease of component exchange, use of common as opposed to special tools, clear and comprehensive manuals and drawings. The equipment design must minimize the variety of required tools, practices and spare parts. The design must accentuate servicing accessibility and the use of reliable quick fasteners and connectors. All equipment must be readily accessible.

**10.05 Fire Retardant Materials**

The equipment must be designed and manufactured in accordance with all applicable fire safety and smoke emission regulations and any other Requirements of Law. These provisions must include the use of fire-retardant/low-smoke materials, where relevant.

**11.0 ARTICLE 11 - SUPPLIER - PURCHASER ACKNOWLEDGEMENT****11.01 Acknowledgement**

The Purchaser acknowledge and agree that Metrolinx and its Successors shall not be liable or responsible to the Purchaser for any matter arising under this Purchase Agreement or through the provision of the Deliverables and, without limiting the generality of the foregoing, the Purchaser acknowledges and agrees that Metrolinx and its Successors will not be liable or responsible for any payment or other obligation relating to the purchase of the Deliverables or other Work provided hereunder, which obligations remain the sole and exclusive obligation of the Purchaser. The Purchaser agrees that this provision is for the benefit of Metrolinx and that Metrolinx is a third party beneficiary of this provision and consequently, Metrolinx has the right to enforce this provision as if it was a party to this Agreement. The Purchaser confirms that it is not a Successor of Metrolinx.

**12.0 ARTICLE 12 - PURCHASERS RESPONSIBILITIES****12.01 Purchaser Responsibilities**

1. The Purchaser will be responsible for administering this Agreement.
2. The Purchaser shall:
  - a. receive invoices sent by the Supplier and shall be responsible for ensuring payment;
  - b. provide clarifications and instructions to the Supplier throughout the Term; and
  - c. monitor the Supplier's work progress.

3. Deal directly with the Supplier with respect to any issues specific to this Agreement including warranty and other repair issues.

### **13.0 ARTICLE 13 - PROJECT MANAGER AND PROJECT SCHEDULE**

#### **13.01 Project Manager**

The Implementation and Management plan is described in section 6.0 of Appendix "B". The Metrolinx Project Manager will liaise with the Supplier regarding Master Agreement issues and communicate as appropriate with the Purchaser. The Purchaser shall identify a local project manager to coordinate all phases of the project including the site-specific operations such as data integration, installations and training.

The Metrolinx Project Manager's responsibilities include:

- (a) being a point of contact for the Supplier;
- (b) exchanging information between the Supplier and Purchasers;
- (c) identifying any issues related to the performance of Work in respect of the Contract and Deliverables;
- (d) recommending to Purchasers the rejection of Work that does not conform to the Master Agreement;
- (e) coordinating approval of "equivalent" requests as per Section 10.02.

#### **13.02 Project Schedule**

Upon the execution of the Purchase Agreement, the Supplier shall provide the Purchaser and the Project Manager the proposed project schedule in relation to the Deliverables under the PA. The Supplier shall follow the approved project schedule unless varied by agreement with the Purchaser and the Project Manager.

### **14.0 ARTICLE 14 - CONFIDENTIALITY AND MFIPPA**

#### **14.01 Purchasers' Confidential Information**

During and following the Term, any information identified in writing by the Purchaser as confidential, the Supplier shall:

- (a) keep all Confidential Information confidential and secure;
- (b) limit the disclosure of Confidential Information to only those employees who have a need to know it and who have been specifically authorized to have such disclosure;
- (c) not directly or indirectly disclose, destroy, exploit or use any Confidential Information (except for the purpose of providing the

Deliverables, or except if required by order of a court or tribunal), without first obtaining:

- (i) the written consent of the Purchaser and
  - (ii) in respect of any Confidential Information about any third-party, the written consent of such third-party;
- (d) provide Confidential Information to the Purchaser on demand; and
- (e) return all Confidential Information to the Purchaser before the termination or expiry of the Term, with no copy or portion kept by the Supplier.

#### **14.02 MFIPPA Records and Compliance**

The Supplier and the Purchaser acknowledge and agree that MFIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Supplier agrees:

- (a) to keep Records secure;
- (b) to provide Records to the Purchaser within seven (7) calendar days of being directed to do so by the Purchaser for any reason including an access request or privacy issue;
- (c) not to access any Personal Information unless the Purchaser determines, in its sole discretion, that access is permitted under MFIPPA and is necessary in order to provide the Deliverables;
- (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the Purchaser;
- (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;
- (f) to restrict access to Personal Information to those of its employees who have a need to know it and who have been specifically authorized to have such access for the purpose of providing the Deliverables;
- (g) to implement other specific security measures that in the reasonable opinion of the Purchaser would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally;
- (h) that any confidential information supplied to the Purchaser may be disclosed by the Purchaser where they are obligated to do so under

MFIPPA by an order of a court or tribunal or pursuant to a legal proceeding; and

- (d) at the Purchaser's request at any time during the Term, to fully participate in a Privacy Impact Assessment or Threat Risk Assessment with respect to the Deliverables or the performance of the Work. The Privacy Impact Assessment or Threat Risk Assessment may be conducted by the Purchaser or external third party advisors to the Purchaser at various times throughout the Term. The Supplier and all of its subcontractors, and their respective personnel shall cooperate with the Purchaser and/or its third party advisors to provide the resources required to facilitate and fulfill this assessment. The Supplier shall implement any recommendations resulting from the Privacy Impact Assessment or Threat Risk Assessment process, whether such requirements relate to the design and operation of a Deliverable or otherwise to any of the Work hereunder. The implementation of any such recommendations will be dealt with in the manner specified in Sections 5.01 and 5.02;

and the provisions of this paragraph shall survive any termination or expiry of the Contract and shall prevail over any inconsistent provisions in the Contract.

## **15.0 ARTICLE 15 - INDEMNITY AND INSURANCE**

### **15.01 Supplier Indemnity**

The Supplier hereby agrees to indemnify and hold harmless the Indemnified Parties 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, "Claims"), by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Supplier, its subcontractors or their respective directors, officers, agents, employees, component suppliers or independent contractors in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract, in all cases to the extent resulting from a breach by the Supplier of this Purchase Agreement or an action or omission by the Supplier, its subcontractors or their respective employees or agents. The Supplier further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organisation, including, without limitation, Metrolinx and the Purchaser, claimed or resulting from such Claims. The indemnified parties shall provide the Supplier with prompt notice of any claim or potential claim provided that any delay in providing notice shall not

impact the indemnity to the extent the Supplier is not adversely impacted by the delay. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

### 15.02 Supplier's Insurance

The Supplier hereby agrees to put in effect and maintain for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

(a) Continuous commercial general liability insurance coverage, which shall be maintained beyond the Term, for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than Two Million Dollars (\$2,000,000) per occurrence, Two Million Dollars (\$2,000,000) products and completed operations aggregate. Such liability insurance shall contain no exclusions in conflict with the work required to be performed under the Master Agreement. The policy is to be endorsed to include the following:

- the Indemnified Parties as additional insureds
- contractual liability coverage
- cross-liability clause
- employer's liability coverage (or compliance with the paragraph below entitled "Proof of Workplace Safety and Insurance Act (W.S.I.A) Coverage" is required)
- 30 day written notice of cancellation, termination
- tenant's legal liability coverage (if applicable and with applicable sub-limits)
- non-owned automobile coverage with blanket contractual coverage for hired automobiles, if applicable

(b) Errors and Omissions Insurance

The policy shall have a limit of liability of not less than Two Million Dollars (\$2,000,000) per claim. The policy shall be maintained throughout the term of the Master Agreement, plus coverage for an extended reporting period of not less than thirty-six (36) months following the expiry date or termination date of this Purchase Agreement.

(c) Additional Coverage

Without prejudice to the other provisions of the Master Agreement, the Supplier shall, at all relevant times and at their own expense, obtain and maintain, or cause to be obtained and maintained, those insurances that are reasonable for the performance of the type of Work

required by the Master Agreement and which they are required to obtain and maintain, or cause to be obtained or maintained, by applicable law.

#### **15.03 Proof of Insurance**

The Supplier shall provide Metrolinx with proof of the insurance required by the Master Agreement in the form of valid certificates of insurance that references the Master Agreement and confirms the required coverage, on or before the commencement of the Master Agreement, and renewal replacements, including the contract number, up to 30 days post inception or renewal date and thereafter, no later than 15 days prior to the placement, renewal, amendment or extension of all or any part of the insurance. Upon the request of Metrolinx, a copy of each insurance policy shall be made available. The Supplier shall ensure that each of its subcontractors complies with the insurance requirements set out in the Master Agreement by obtaining similar types of insurance and providing the Supplier with proof of the acquisition and maintenance of such insurance. The Supplier shall be responsible for all deductible amounts under the policies.

#### **15.04 Proof of W.S.I.A. Coverage**

If the Supplier is subject to the Workplace Safety and Insurance Act ("WSIA"), it shall submit a valid clearance certificate of WSIA coverage to the Purchaser prior to the execution of the Purchase Agreement by the Purchaser. In addition, the Supplier shall, from time to time at the request of the Purchaser, provide additional WSIA clearance certificates. The Supplier covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors, from time to time during the Term, under the WSIA, failing which the Purchaser shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Contract or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Supplier or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Supplier pursuant to the Contract together with all costs incurred by the Purchaser in connection therewith. If the Supplier is not subject to the WSIA it shall be bound by the terms and required to comply with such reasonably equivalent workplace and safety requirements as may be applicable to it in the provision of the Deliverables pursuant to the Contract and the foregoing provisions of this section 15.04 (Proof of WSIA Coverage or Equivalent) shall apply *mutatis mutandi* with respect to such requirements.

#### **15.05 Supplier Participation in Proceedings**

The Supplier shall, at its expense, to the extent requested by the Purchaser, participate in the defence of any Proceeding against any Indemnified Parties

referred to in this Article and any negotiations for their settlement. The Purchaser may elect to participate in or conduct the defence of any such Proceeding by notifying the Supplier in writing of such election without prejudice to any other rights or remedies of the Purchaser under the Contract, Master Agreement, Purchase Agreement, at law or in equity.

Each party participating in the defence shall do so by actively participating with the other's counsel. No settlement shall be entered into by the Supplier unless it has obtained the prior written approval of the Purchaser. If the Supplier is requested by the Purchaser to participate in the defence of any such Proceeding, the Purchaser agrees to co-operate with and assist the Supplier to the fullest extent possible in the Proceedings and any related settlement negotiations. If the Purchaser conducts the defence of any such Proceedings, the Supplier agrees to co-operate with and assist the Purchaser to the fullest extent possible in the Proceedings and any related settlement negotiations. The Supplier shall provide the Purchaser with prompt notice of any Claims or Proceedings arising hereunder.

## **16.0 ARTICLE 16 - INTELLECTUAL PROPERTY**

### **16.01 Right to Use Supplier's Intellectual Property and Third Party Intellectual Property**

The Supplier shall be responsible for procuring for the Purchaser the right to use all Supplier's Intellectual Property required in connection with the Deliverables. In the event that any third party Intellectual Property is required in connection with the Deliverables, the Supplier shall, at its own cost, be responsible for entering into and fully maintaining, during the Term, all related and applicable license, and maintenance and support agreements for such third party Intellectual Property.

### **16.02 Supplier's Intellectual Property**

As between the Purchaser and the Supplier, the Supplier owns all right, title and interest in and to the Supplier's Intellectual Property. The Supplier hereby grants to the Purchaser a non-exclusive, irrevocable, perpetual, fully paid-up, royalty-free and worldwide right and license to access, use, copy, support, and maintain any of Supplier's Intellectual Property that is integrated with, embedded in, forms part of or is otherwise required to access, use, copy, support and maintain or otherwise exploit any Intellectual Property of the Deliverables; provided, however, that the foregoing license does not permit the Purchaser to use the Supplier's Intellectual Property in its standalone form or for any purpose other than as part of or in conjunction with the Intellectual Property of the Deliverables it is associated with. If the Supplier integrates with or embeds in any Deliverables any Intellectual Property provided by a third party vendor, subcontractor, independent contractor, subconsultant or other

person, the Supplier shall obtain for the Purchaser(s) the same license rights for the Purchase as set forth herein.

**16.03 Intellectual Property of the Deliverables and Work**

The Supplier owns and shall own all right, title and interest in and to the Intellectual Property of the Deliverables and Work. The Supplier grants to the Purchaser a non-exclusive, irrevocable, perpetual, fully paid-up, royalty-free and worldwide right and license to access, use, copy, support, and maintain all Intellectual Property of the Deliverables and Work produced for the Purchaser's internal business purposes.

**IN WITNESS WHEREOF** the Parties hereto have executed this Purchase Agreement as of the date first above written.

**[\*\*Insert full legal name of Purchaser \*\*]**

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the Purchaser.

**[\*\*Insert Supplier's Full Legal Name\*\*]**

Signature: Name:

Title:

Date of Signature:

I have authority to bind the Supplier.

## SCHEDULE A TO PURCHASE AGREEMENT

## (DELIVERABLES)

Include for example:

- detailed description of the Deliverables and Options selected
- geographic regions in which Deliverables are to be provided
- milestones, dates, time lines
- description of standards to be achieved/quality management plan
- reporting requirements
- delivery schedule, locations

## SCHEDULE B TO PURCHASE AGREEMENT

## (PRICE)

Provide detail for:

- Prices as per the Master Agreement
- Pricing for selected Options
- Invoicing process if different from Section 6.02

## Appendix "B" - Technical Specifications

### List of Contents

The following documents hereby form part of and are appended to this Proposal Document as the Appendix "B" - Technical Specifications.

<b>ITEM NO.</b>	<b>DOCUMENT TITLE</b>
<b>1.0</b>	Abbreviations
<b>2.0</b>	Scope
<b>3.0</b>	Background
<b>4.0</b>	Summary of Equipment
<b>5.0</b>	Purpose of Camera System
<b>6.0</b>	Implementation and Management Plan
<b>7.0</b>	Training
<b>8.0</b>	Testing
<b>9.0</b>	Documentation
<b>10.0</b>	Warranty
<b>11.0</b>	Service and Repair of Replacement of Faulty Parts/Material
<b>12.0</b>	System Data Storage and Security
<b>13.0</b>	Server and Storage Requirements
<b>14.0</b>	Wireless Communication System
<b>15.0</b>	Real-Time Remote Access
<b>16.0</b>	Annual Maintenance
<b>17.0</b>	Data Storage
<b>B1</b>	Detailed Specifications
<b>B2</b>	Barrie Fleet Inventory
<b>B3</b>	Durham Fleet Inventory
<b>B4</b>	Kingston Fleet Inventory
<b>B5</b>	Milton Fleet Inventory
<b>B6</b>	North Bay Fleet Inventory
<b>B7</b>	Orillia Fleet Inventory
<b>B8</b>	Sarnia Fleet Inventory

<b>B9</b>	Temiskaming Shores Fleet Inventory
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## 1.0 ABBREVIATIONS

Proponents shall note the following definitions shall be included as part of the Instructions to Proponents for this Contract:

<b>AGC</b>	means automatic gain control
<b>CAN</b>	means controller area network
<b>CCTV</b>	means closed circuit television
<b>CD</b>	means compact disc
<b>DVD</b>	means digital video disc
<b>DVR</b>	means digital video recorder
<b>FPS</b>	means frames per second
<b>GPS</b>	means global positioning system
<b>GUI</b>	means graphical user interface
<b>IR</b>	means infrared
<b>NTSC</b>	means national television system committee
<b>MSD</b>	means material selection documentation
<b>OBVSS</b>	means onboard video surveillance system
<b>OPT</b>	means operability period test
<b>OSD</b>	means on screen display
<b>PIT</b>	means pre-installation test
<b>PM</b>	means preventable maintenance
<b>POP</b>	means proof of performance test
<b>RDD</b>	means removable disk drive
<b>SAT</b>	means system acceptance test
<b>SDS</b>	means system design specification
<b>TB</b>	means terabyte

## 2.0 SCOPE

Metrolinx is seeking proposals from qualified firms with experience in providing and installing an onboard video surveillance system (OBVSS) on transit vehicles, to include, but not limited to, the installation and induction of OBVSS equipment, software and services. The purpose of the system is to provide the Transit Agencies' passengers and employee's with additional safety and security

measures by providing video, picture and sound on the interior and exterior perimeters of the transit vehicles. The information from the OBVSS shall assist in investigations related to incidents, accidents, passenger claims and other performance related issues.

While every effort has been made to ensure the accuracy and completeness of the information in this RFP, Metrolinx recognizes that the information is not exhaustive in every detail and that all work and materials may not be expressly mentioned in the requirements of the RFP. Therefore, it is the responsibility of the Proponent to include in their proposal all equipment, software and hardware requirements, which are manifestly necessary for the full and faithful performance of the system requirements in accordance with the scope. The system offered shall be complete in every respect inclusive of all design, components, and recommendations.

The system should be compatible with other technologies on the vehicles, therefore, it is imperative that the system provide maximum flexibility to expand its capabilities as well as add additional capabilities as the system grows and the needs change over the intended life of the system. It shall be the responsibility of the Supplier to provide, integrate, and implement the desired system, supporting software and hardware, which will provide the required functionality. It will also be the responsibility of the Supplier to test the new system. Finally, the Supplier shall provide support services and train the appropriate Purchaser personnel to use and maintain the system from a user and systems maintenance standpoint.

All proponents or contractors equipment and software must have at least five plus (5+) years operational experience on another property or properties and provide a list of those properties with contact information.

### **3.0 BACKGROUND**

A fleet listing of transit vehicles for all eight (8) transit agencies that shall be outfitted with OBVSS is attached to this Request for Proposals as Appendix B2 to B9. The total quantity of vehicles listed the transit agencies inventory is quantity 413. The fleet listing includes the location of video system installations, and the time the installations may occur. These lists are subject to change as older vehicles may be decommissioned and new vehicles added prior to completion of all installations.

The proposed solution involves the recording of images and audio covering the various views as stated in section 4.0 for all transit vehicles through the use cameras.

Quantities are estimates only and will be affected by Purchasers' opt out rights, budgetary constraints/approvals, as well as the specific and discretionary

requirements of the Purchasers, including without limitation the execution of a Purchaser Agreement with the Supplier.

**4.0 SUMMARY OF EQUIPMENT**

The Proponent shall be responsible for the installation of all equipment associated with this RFP. The following is a summary list of equipment, which shall be provided by the Proponent for each transit vehicle:

**Transit Vehicle Equipment (Quantity per Transit Vehicle)**

- One (1) DVR
- One (1) RDD with a minimum 2TB capacity (preference shall be given to larger storage capacity and longer retention periods)
- Microphones incorporated in all interior cameras
- One (1) event button shall be provided on the left driver console for driver activation. If activated, the DVR shall automatically tag and archive the event for review (camera system must be integrated into other system emergency button if existing on transit agencies fleet)
- Plus camera’s for the required views identified A, or B, or C, or D.
- One server and storage equipment to support the OBVSS, as an option; or explanation of hosting services available as an option.
- Wireless communication system and cellular network to allow transferring of data from the on-board video systems to the transit agencies main video servers, as options (See Attachment 1 Part C)
- The proponent shall provide a solution advising the quantity, make, and model of cameras to meet the requirements below:

<b>A Required Views - Support Mini Vans, Cars, MV-1 Vehicles</b>	
<b>Forward - Exterior View</b>	Views vehicle and pedestrian activity in front of the transit vehicle through an interior windshield mounted camera.
<b>Rear - Exterior Review</b>	Views vehicle and pedestrian activity behind the vehicle and provides good viewing coverage behind the vehicle during backing up
<b>B Required Views - Small Buses/Below 30'</b>	
<b>Forward - Exterior View</b>	Views vehicle and pedestrian activity in front of the transit vehicle through an interior windshield mounted camera.
<b>Front Door - Interior View</b>	Provides a view of the front door, fare box, and accessibility ramp or steps allowing viewing of customers boarding and alighting as well as

	customers in proximity to the driver’s compartment.
<b>Front Facing Rear - Interior View</b>	Provides good viewing coverage of the entire length of the transit vehicle interior from front to back.
<b>Lift/ Ramp - Interior View</b>	Covers the Lift/ door area allowing viewing of passengers alighting the vehicle as well as acts of vandalism and slip, trip and fall incidents.
<b>Rear Facing Front - Interior View</b>	Provides good viewing coverage of the entire length of the transit vehicle interior from back to front.
<b>Rear - Exterior Review</b>	Provides good viewing coverage behind the bus during backing up.

**C Required Views - Conventional Transit Vehicles:**

<b>Forward - Exterior View</b>	Views transit vehicle and pedestrian activity in front of the transit vehicle as well as the vehicle mounted bike rack through an interior windshield mounted camera.
<b>Road Side - Exterior view</b>	Provides a front to rear view of the road side of the bus to capture vehicle, pedestrian and passenger activity.
<b>Curb Side - Exterior View</b>	Provides a front to rear view of the curb side of the bus to capture vehicle, pedestrian and passenger activity.
<b>Front Door - Interior View</b>	Provides a view of the front door, fare box, and accessibility ramp allowing for viewing of customers boarding and alighting as well as customers in proximity to the driver’s compartment.
<b>Front Facing Rear - Interior View</b>	Provides good viewing coverage of the entire length of the transit vehicle interior from front to back.
<b>Rear Door - Interior View</b>	Covers the rear exit door and allows for viewing of passengers alighting the vehicle as well as acts of vandalism and slip, trip and fall incidents.
<b>Rear Facing Front - Interior View</b>	Provides a good view of the rear passenger compartment (area behind the rear doors) where most vandalism tends to occur.
<b>Rear - Exterior Review</b>	Provides good viewing coverage behind the bus during backing up.

**D Required Views - Articulated Transit vehicles:**

<b>Forward - Exterior View</b>	Views transit vehicle and pedestrian activity in front of the transit vehicle as well as transit vehicle
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	mounted bike racks through an interior windshield mounted camera.
<b>Road Side - Exterior view</b>	Provides a front to rear view of the road side of the bus to capture vehicle, pedestrian and passenger activity.
<b>Curb Side - Exterior View</b>	Provides a front to rear view of the curb side of the bus to capture vehicle, pedestrian and passenger activity.
<b>Front Door - Interior View</b>	Provides a view of the front door, fare box, and accessibility ramp allowing for viewing of customers boarding and alighting as well as customers in proximity to the driver's compartment.
<b>Front Facing Rear - Interior View</b>	Provides good viewing coverage of the entire length of the transit vehicle interior from front to back
<b>Mid Door - Interior View</b>	Covers the mid exit door and allows for viewing of vandalism and slip and fall incidents.
<b>Mid View - Interior View</b>	Overlaps the forward cabin view and captures the entire mid portion of the transit vehicle where vandalism may occur.
<b>Mid/Rear - Interior View</b>	Overlaps the mid cabin view and captures the entire rear portion of the transit vehicle where most vandalism tends to occur.
<b>Rear Door - Interior View</b>	Covers the rear exit door and allows for viewing of vandalism and slip and fall incidents.
<b>Rear Facing Forward - Interior View</b>	Overlaps the mid cabin view and captures the entire rear portion of the transit vehicle where most vandalism tends to occur
<b>Rear - Exterior Review</b>	Provides good viewing coverage behind the bus during backing up

Cameras shall capture high quality video (Minimum of 1280X720 resolution) in various lighting conditions from bright sunshine with glare to low light conditions that occur on the transit vehicle at night. All cameras shall be NTSC. All cameras shall have internal synchronization. All cameras shall be powered off of the DVR power. All cameras shall be mounted in a secure vandal-resistant housing, with either a key-lock design or tamper-proof screw design. All cameras shall have automatic backlight compensation.

Under all operating conditions and applications, the camera images shall be of sufficient quality to distinguish facial features, apparel details and activity. Still and video images obtained from the OBVSS shall be of sufficient quality to support prosecution of offenders and resolution of legal claims.

The transit agencies shall have the final approval for the focal length, angle of view and placement of each camera in the transit vehicle. This information shall be finalized during the initial installation of each transit vehicle type.

The audio/visual OBVSS shall begin recording every time a transit vehicle is started. Data, images and sounds shall be stored in the secure onboard DVR hard drive, and shall only be accessed by the authorized personnel as designated and used for criminal, safety or security investigation or evidentiary purposes. The DVR hard drive shall be encrypted with a level of security to ensure the confidentiality of the videos recorded.

While all cameras and recording devices operate while transit vehicles are in service, actual live feed monitoring of each camera shall not occur unless real-time remote access used by the transit agencies in cooperation with law enforcement for real-time views of onboard transit vehicles in emergency situations.

## 5.0 PURPOSE OF CAMERA SYSTEM

OBVSS cameras shall:

- Provide law enforcement information in the event of illegal activities such as assaults on drivers or passengers
  - Optional requirement of real-time remote onboard access for law enforcement in emergency situations
- Deter criminal behavior by the presence of cameras
- Provide evidence in the event of claims against the transit agency with respect to transit operations
- Provide evidence in matters of collision, accident or other performance related matters
- Provide evidence to support or refute customer complaints

## 6.0 IMPLEMENTATION AND MANAGEMENT PLAN

- 6.1** Plan for technical and management coordination with the Purchasers; proposed project schedule; training and documentation approach. Refer to Appendix B2 to B9.

Each Proponent should provide the following in its proposal:

- Description of how the Proponent will provide the Deliverables, which should include a detailed Work Plan, showing installation timelines and work hours
- Detailed Project Schedule, with proposed installation timeline; Purchaser resource requirements to support installation; Testing plans and procedures

**6.2** The transit agency (TA) shall be responsible for but not be limited to the following:

- Assign a Transit Agencies Project Manager who shall have the ability to coordinate on behalf of the transit agency;
- Provide basic infrastructure (power, space, access) required at the facility for installation of the OBVSS;
- Participate in the SAT; and reserve the right to participate in or witness any or all other tests;
- Provide timely review (within two (2) weeks), comment and approvals of all requisite documentation;
- Participate in all scheduled Project activities, attend scheduled meetings and promptly respond to new meeting requests, requests for information, technical support or other necessary communication activities;
- The Municipalities shall assist the Proponent in obtaining information, services, facilities and other obligations to be provided including:
  - Support in coordinating logistical arrangements for access to transit vehicles for purposes of equipment installation and testing;
  - Support in obtaining any new, changed or updated operational information necessary to the Proponent to configure and initialize the system;
  - Support in the scheduling and co-ordination of staff participating in training sessions as per the agreed training schedule.

**6.3** The Proponent shall be responsible for but not be limited to the following:

- Supply the installation of all hardware (including accessories, cables, harnesses, etc.) and software to guarantee systems are fully functional and operational prior to acceptance of payment;
- Will provide a timeline for installation, testing and start-up for each TA;
- Will provide the number of dedicated technical support and/or installers required for this project;
- The Proponent will include the training of staff employees on the use of the system and certification on the installation;
- The system must be designed and supplied by the manufacturer.

## **7.0 TRAINING**

**7.1** General Training Requirements, per Attachment 1, part C ( Options)

The Proponent shall provide with its proposal a detailed on-site training plan that will allow the Transit Agencies to customize the areas of training to cover their individual needs from training modules listed in 7.2 below.

The Proponent shall be responsible to train designated personnel according to the requirements specified herein.

- Hands on training will be coordinated through the Purchaser, is to be held at the Purchaser's location and is to be conducted at a mutually agreeable time soon after camera installations.
- The Proponent shall provide experienced and qualified instructors to conduct all training sessions.
- The Proponent is responsible for ensuring that the instructors teaching these courses are not only familiar with technical information but are able to utilize proper methods of instruction, training aids, audiovisuals and other materials to provide for effective training.
- Practical training on equipment shall occupy a significant portion of all training classes.
- The training presentations and material shall be in English.
- The Proponent shall submit the training curricula, presentations, and materials for review and approval by the transit agency. No training shall commence until these items have been approved by the transit agencies.
- Training programs shall incorporate "Train the Trainer" instruction to enable to internally address future system training needs.
- Student guides shall include full topic descriptions, illustrations as needed to enhance content presentation, and common problems with comprehensive solutions given. Student guides shall mirror the instructor guides.
- Instructional materials consisting of applicable equipment operation and maintenance manuals, and supplemental notebooks consisting of additional drawings, procedures, and descriptive information shall be provided.
- All training materials are to become the property of the respective transit agencies at the conclusion of training.

**7.2** The following summarizes the training modules that shall be provided as an option and pricing added to section C of Attachment 1:

- Train the trainer - one (1) eight (8) hour day of training for four (4) users;
- End User Training - one (1) eight (8) hour day of training for four (4) users;
- Maintenance Technicians - two (2) eight (8) hour days of training for eight (8) users;

- System Administrators - one (1) eight (8) hour days of training for ten (10) users.

### 7.3 Maintenance Technician Training

The Proponent shall provide maintenance training for all equipment provided as part of this Project. Requirements include but are not limited to the following:

- Training shall include hands-on experience in the following activities:
  - Preventative maintenance techniques;
  - Remove and replace techniques for all major components on the transit vehicle;
  - Equipment testing and diagnostic equipment/tools/software;
  - Understanding "Health Check" reports and email status; and
  - Reporting maintenance issues to the Proponent and warranty and maintenance support personnel.

### 7.4 System Administrator's Training

The Proponent shall provide System Administrators training for all application software provided as part of this Project. Requirements include but are not limited to the following:

- Training shall include hands-on experience in the following activities:
  - How to setup and modify DVR configuration parameters using software;
  - How to download DVR configuration parameters to one or more transit vehicles;
  - How to setup and modify the video parameters including "Health Check" and "Requested Video"; and
  - Integration of application software passwords and privileges.
- The Proponent shall undertake a phased approach to the integration of transit agencies operational systems. This approach shall minimize downtime to existing resources, prevent any negative impacts on the existing operating systems, and provide for a smooth and secure transition to use each Agency's equipment.
- The Proponent shall ensure that all points of interface have been investigated well, and all technical risks addressed. The Proponent shall ensure that appropriate staff have been trained on the operation of the systems, as well as briefed on how the systems shall change their job.

## 8.0 TESTING

### 8.1 General Testing Requirements

- The Proponent shall submit a test plan that outlines the criteria for test initiation, procedure for dealing with test failures and retests, and the test schedule. The test plan shall be submitted at the same time as the system design specification (SDS) documentation.
- The Proponent shall submit test descriptions, procedures and expected results for the following tests at least four (4) weeks prior to the testing date:
  - Proof of Performance Test (POP);
  - System Acceptance Test (SAT);
  - Operability Period Test (OPT); and
  - Final System Acceptance.
- The transit agencies shall be notified seven (7) calendar days in advance of each test. The Transit Agencies reserve the right to witness any or all of the tests.
- A requirements traceability matrix shall be submitted that shall cross-reference the SDS, test procedures and original specifications.
- A record of testing with time, date and list of persons present shall be submitted by the Proponent with each testing activity;
- Prior to testing, the Proponent shall verify conditions for testing and comply with specification testing criteria and requirements;
- All testing using transit agencies data/information shall be performed on transit agencies premises.

### 8.2 Proof of Performance (POP)

- POP Testing shall be completed on each device in the field once it has been installed and configured. The POP shall be completed on the device in isolation to confirm that the installed device meets the required functionality.
- At a minimum, the installation test for each unit shall include (as applicable): power-up/power-down tests, log-on/log-off tests, verification of major functions, and verification of operational interfaces to other devices.
- POP Testing may be performed at the completion of each terminal install.

### 8.3 System Acceptance Testing (SAT)

- The SAT is the final test to be completed and can be initiated at the completion of each terminal install after all POP tests have been successfully completed. SAT Tests shall be carried for:

- Each terminal installation including hardware capabilities, physical hardware installation/mounting, wiring, antennas, and Wi-Fi signal quality and strength
- Hosted System Management displaying capabilities of network, content, content filtering, security, reporting, and advertising functions of the system
- Each requirement listed in the specification shall be tested or - in case it may not be feasible to test certain functions in the operational environment - evidence for correct function to be provided.

#### **8.4 Operability Performance Test (OPT)**

- The OPT is a 30-day performance test that is initiated once the SAT has been completed and operation has commenced. Through the OPT, the system is tested under full operations to ensure that the performance requirements are met and to measure the system reliability and availability.
- System failures shall result in the restart of the OPT.
- A deficiency list shall be compiled during the OPT for resolution during the Final System Acceptance.

#### **8.5 Final System Acceptance**

- After completion of the OPT, items in the deficiency list shall be rectified and corrected by the Proponent;
- Upon verifying correction of deficiencies, the Transit Agencies or their representative shall issue a letter to the Proponent confirming Final Acceptance of the Solution.

### **9.0 DOCUMENTATION**

#### **9.1 General Documentation Requirements**

- The Proponent shall provide detailed documentation that describes the system design, configuration, training, as-built conditions, operation and maintenance. All documentation shall be in English, shall utilize metric measurements, and shall be submitted directly to the transit agencies or their designated representative in paper hardcopy and/or electronically in Word/AutoCAD/Excel/MS Project and Adobe Acrobat.
- Equipment installation drawings (as built) shall be prepared in AutoCAD and Adobe Acrobat and provided on CD-ROM or USB as well as hard copies.
- Electrical and electronic drawings shall be supplied to show engineering changes made to any component or module up to the end of the warranty and support period of the system supplied.

- The manuals shall be complete, accurate, up-to-date, and shall contain only that information that pertains to the system installed.
- All pages of the documentation shall carry a title, version number and issue date, and shall contain a complete subject index. The Proponent shall be responsible for fully coordinating and cross-referencing all interfaces and areas associated with interconnecting equipment and systems.
- Documentation shall require re-issues if any change or modification is made to the equipment proposed to be supplied. The Proponent may re-issue individual sheets or portions of the documentation that are affected by the change or modification. Each re-issue or revision shall carry the same title as the original, with a change in version number and issue date.
- Each volume shall have a binder (stiff cover and spine) and drawings shall be printed on plasticized paper to withstand frequent handling. The binding arrangement shall permit the manual to be laid flat when opened.
- The paper used shall be of good quality and adequate thickness for frequent handling.

## 9.2 System Design Specifications

- Within six (6) weeks following receipt of a Purchase Order, the Proponent shall furnish the transit agencies with complete written documentation describing the system to be delivered including all equipment and software to be furnished. The SDS shall include, as a minimum, the following information:
  - Overall system schematic and architecture;
  - Major assumptions and risks;
  - Detailed description of all subsystems and equipment and hardware, including functional description, interface descriptions, communications loading details, material specifications (i.e. environmental, electrical etc.), Material Selection Documentation (MSD), configuration details and installation details;
  - Details on all network, data, power/electrical or other requirements provided by a third party;
  - Detailed description of all software, including functional description, system interface descriptions, Graphical User Interface descriptions, hardware specifications, availability and reliability figures and configuration details;
  - Detailed descriptions of information, materials and timing required by the Sub-Contractor by other parties;
  - Maintenance and service details may be included in the SDS.

## 9.3 Material Selection Documentation (MSD)

- For custom-manufactured equipment, the Proponent shall submit a set of comprehensive shop drawings and specifications as part of the MSD. The comprehensive shop drawings shall include the general arrangement, layout, wiring details, mounting bolt requirements, location for conduit entry and any physical or electrical requirements.
- For standard off-the-shelf items, the Proponent shall submit detailed manufacturer product specifications, drawings on mounting requirement, location of conduit entry and any other physical or electrical requirements.
- The Proponent shall provide certification and compliance statements for all standards that apply to the manufacturing of the equipment, whether custom-manufactured or off-the-shelf.

#### 9.4 Training Manuals

- Training manuals shall provide information on all of the topics covered during each of the training sessions and include exercises and screen captures.
- The Training Manual shall include space for the users to take notes during the training sessions.
- The Training Manuals shall be provided at the initiation of each training session.

#### 9.5 Operation and Maintenance Documentation

The operation and maintenance documentation shall be comprised of the Operation and Maintenance (O&M) manuals, User Manuals and System Administration Manuals.

##### 9.5.1 Operation and Maintenance (O&M) manuals

- The O&M documentation shall be submitted to the transit agencies or their representative prior to OPT testing. The Proponent shall deliver, to each Transit Agency, two (2) sets of electronic copies of the documentation on USB memory sticks.
- The O&M manuals shall be a detailed presentation and shall include illustrations where applicable.
- For each unit, it shall include, but shall not be limited to:
  - General description;
  - Functional descriptions;
  - Functional block diagram;
  - Operating instructions;
  - Maintenance and repair procedures;

- Test procedures;
- Schematic drawings and circuit diagrams;
- Parts list.
- Each type of maintenance manual shall contain but not be limited to:
  - Description of operation including start-up, shut-down and emergency procedures;
  - Installation procedures;
  - Complete parts identification diagram and list;
  - Troubleshooting procedures;
  - Inspection procedures;
  - Preventive maintenance procedures and program;
  - Repair procedures;
  - Diagnostic procedures;
  - Wiring diagrams;
  - Electrical schematics with board and cable identification;
  - Adjustment procedures;
  - Seasonal maintenance requirements;
  - Equipment arrangement and drawings;
  - Names and schedules of all lubricants and cleaners used;
  - Other consumable materials for the equipment stating where used, quantity, service intervals and annual consumption.
- The Proponent shall provide a parts list for each piece of equipment as supplied. The parts list shall identify the manufacturer(s) and model/part number.
- The Proponent may use manufacturer's data and handbooks for individual items of the equipment that are a sub-component of the overall system. All such documentation shall be contained in similar binders.
- Where an equipment component is of such a nature that local repairs cannot be made and it shall be returned to the factory as a unit for overhaul, specific information concerning its repair and breakdown into component parts shall be provided.
- The Proponent shall also provide all details of connectors and interconnect cables to the Transit Agencies or their representative.

### 9.5.2 User Manual

- A User Manual shall be provided for each software application. The User Manual shall include screen captures and easy to follow instructions to assist the users through all of the tasks that they may need to complete. The User Manual shall include an index.
- As a minimum, the User Manual shall include all information that is available through the context sensitive help.
- Fault procedures shall be described, as well as procedures for dealing with problems.

### 9.5.3 System Administration Manual

- A System Administration Manual shall be provided for each software application. The System Administration Manual shall outline all of the configuration parameters, details on how to configure the parameters, backup and recovery process, troubleshooting techniques and technical support information.
- Fault procedures shall be described, as well as procedures for dealing with problems.

## 10.0 WARRANTY

The Proponent shall provide a two (2) year warranty on all parts and labour installation. If equipment is found defective during the warranty period, it shall be replaced with new or repaired equipment. The two (2) year equipment warranty period shall begin again/restart with the installation date of any new equipment throughout the Term of Contract. This includes the improper installation or workmanship of installed equipment.

The Proponent shall accomplish the required repair actions within 48 hours of notification by either of the transit agencies. The warranty shall include the following support services, provided by the Proponent, or their contracted representative:

- Maximum of one (1) calendar day on-site response time for issues that can't be resolved or repaired over the phone;
- On-site troubleshooting, removal, replacement, repair, re-configuration and testing as required to maintain the system in good operating condition; and
- Ensure that documentation is up-to-date.

No repair costs shall be charged to the Municipalities for equipment under warranty during the warranty period, unless there is reasonable evidence of damage due to misuse, negligence, improper operation or handling, or willful attack. This shall include all equipment, software, and services performed by the Proponent or any of their Sub-Contractors. The Municipalities shall be the sole

judge on identified repair costs on warranty issues that are presented. The Proponent shall include all version updates and major software upgrade releases for the warranty period of two (2) years at no additional cost. Actual installation of updates or major software upgrade releases during installation and acceptance will be the responsibility of the Proponent. After acceptance, installation of updates or major software upgrade releases are to be provided by the Proponent, however will be the responsibility of Municipality.

## **11.0 SERVICE AND REPAIR OR REPLACEMENT OF FAULTY PARTS/MATERIAL**

Service Agreement; Preventative maintenance plan; remedial maintenance response time; and parts; Enhancements and upgrades; Engineering maintenance and support services.

Each proponent should provide the following in its proposal regarding Service and support:

- A detailed support plan
- A detailed maintenance plan
- A detailed expected system life cycle plan

During the warranty period, the Proponent shall repair or replace any faulty parts/materials, with the cost included in the warranty price. The transit agencies shall ship each faulty component to the Proponent, who shall return a new or repaired component within one (1) week of originally receiving it.

All parts/materials shall carry a two (2) year equipment warranty period.

If the Proponent determines that a returned component is not faulty, the transit agency shall receive the original component back in working order within two (2) calendar days of the Proponent originally receiving the returned component at no cost to the Transit Agency.

All parts/materials received back from the Proponent shall be tested by the transit agency. If the returned parts are found faulty upon return, the transit agency shall return the faulty parts/materials to the Proponent for repair. The Proponent shall pay all shipping charges to and from, and any duties associated with the repair or replacement of faulty parts/materials.

Additional warranties may be purchased, as listed Attachment 1. Additional warranties may be purchased at the sole discretion of the Purchasers up to final system acceptance.

## **12.0 SYSTEM DATA STORAGE AND SECURITY**

The OBVSS shall be capable of storing a minimum of 10 days of video and audio on fixed disk storage at 30 FPS. Saved or tagged system data shall be securely write-protected, stored on the onboard unit, transferred to the transit agencies video storage and archived. Preserving the integrity and privacy of the data is of the utmost importance. The Proponent shall be responsible for providing software necessary to support all equipment installed.

### **13.0 SERVER AND STORAGE REQUIREMENTS**

The Proponent shall provide the server and storage equipment to support the OBVSS, as an option; or available hosting service as an option. Central video server shall retain archived events for minimum of One (1) Year at a rate of 30 FPS. Industry best practices for backing up video images shall be provided (type of backup and hardware examples). Please indicate if a hosted software and storage solution is available. Details shall be provided for the hosted facility security and its geographic location within the transit agencies service area.

### **14.0 WIRELESS COMMUNICATION SYSTEM**

The Proponent shall supply a secure wireless communication system and cellular network to transfer data from the on-board video systems to the transit agencies main video servers without removing the storage media or connecting any external equipment. Transit agencies maybe utilizing existing IT networks (access points and private cellular network infrastructure). The Proponent shall conduct testing at the transit agencies property to identify the quantity of connection points needed to create a grid over the transit agencies property, so any on-board video system on the transit agencies property can be connected to without moving the vehicle.

The Proponent shall provide, as an option, all wireless communication equipment, backend equipment including servers and viewing software.

All OBVSS installs shall provide automatic wireless and cellular downloading or health report to a single garage management network. The health information should include but not limited to: DVR boot up, record status, camera status, hard drive status, date/time change, GPS time update, vehicle over speed, hard drive recycle, G-Force, SD record status, service brake, camera blind, panic event, bus ID change, hard drive full, and vehicle key off online reporting system or equivalent.

### **15.0 REAL-TIME REMOTE ACCESS**

Proponents will provide details of their OBVSS real-time remote access capabilities as part of their RFP. Address if the video during real-time remote access can be automatically tagged as an event and automatically download to

the system. Address the ability to access remotely using a cellular connection from any location. The real-time remote access of onboard video systems shall be accessed only on an as and when required basis.

The Proponent shall provide, as an option, all real-time remote access capabilities.

The real-time remote access used by the transit agencies in cooperation with law enforcement for real-time views of onboard transit vehicles in emergency situations. The Transit agencies should be able to access the onboard surveillance system in real-time remotely.

## **16.0 ANNUAL MAINTENANCE**

The Proponent shall provide detailed information regarding maintenance in their Proposal submission. Details shall include but not be limited to:

- System upgrades;
- Camera and hardware upgrades;
- Software and version updates/upgrades;
- Provide contact(s) information for technical support; and
- Advise if DVR system requires any additional maintenance support other than periodic testing for proper operations.

## **17.0 DATA STORAGE**

The transit agencies require that all data be stored securely. Irrespective of where the data is stored, the transit agencies require that all data remain subject to and in compliance with Canadian laws and privacy legislation.

## Form of Proposal

The following Form of Proposal is to be included as the first section within the Proponent's Technical Submission. The Form of Proposal must be submitted by the E-Bid Authorized Signer. The Form of Proposal shall not be retyped, and entries shall be made directly on the form provided by Metrolinx.

\*\*\*\*\*

Proposal Number: RFP-2017-TPI-014

Proposal Description: Supply and Install an On-Board Video Surveillance System

### 6.1 Proponent Submission Checklist

The following checklist provides the Proponent with a consolidated listing of the requirements for the Submission. Proponents should review the checklist prior to Submission to ensure compliance.

Requirement	Confirmation (left click with your mouse in the box to select)
The Submission has been submitted by the E-Bid Authorized Signer.	<input checked="" type="checkbox"/>
Contact information for the individual responsible for the Submission has been included in the Form of Proposal.	<input checked="" type="checkbox"/>
The Proponent understands the requirements for Electronic Bid Submission and will comply with this Submission requirement.	<input checked="" type="checkbox"/>
The Proponent's Technical Submission has been prepared in accordance with the Instructions to Proponents (i.e. mandatory formats, templates and requirements) as outlined in this Proposal Document.	<input checked="" type="checkbox"/>
The Proponent's Price Submission has been completed in full and in Excel format and has been included as a separate attachment in the Submission.	<input checked="" type="checkbox"/>
The Proponent has read through all this Proposal Document including any Addenda that have been issued and these have all been considered in your Submission.	<input checked="" type="checkbox"/>

<b>Requirement</b>	<b>Confirmation (left click with your mouse in the box to select)</b>
The Proponent has reviewed the mandatory criteria and acknowledges that it meets all mandatory requirements in order for their Submission to be considered further.	<input checked="" type="checkbox"/>
The Proponent has reviewed the RFP Timetable and understands all the dates and timelines associated with the RFP Process.	<input checked="" type="checkbox"/>
The Proponent has not included any qualifying statements in its Submission. Any Submission which contains such qualifying statements shall be non-compliant and disqualified.	<input checked="" type="checkbox"/>

## 6.2 Contact Information

6.2.1 Proponent's registered legal business name (or individual) and any other name under which it carries on business:

Radio Engineering Industries, Inc.

6.2.2 Proponent's (if a Joint Venture, insert Participant-in-Charge information) address, telephone and facsimile numbers:

Radio Engineering Industries, Inc.  
6534 L Street  
Omaha, NE 68117  
800-228-9275  
402-339-1704

6.2.3 Name, title, address, telephone, e-mail and facsimile numbers of the contact person(s) for the Proponent (if a Joint Venture, insert Participant-in-Charge information):

Greg Chornak  
Territory Manager  
800-228-9275 x 381  
gchornak@radioeng.com  
402-339-1704

6.2.4 Name of the person who is primarily responsible for the Submission:

Greg Chornak

### 6.3 Proponent Acknowledgments

6.3.1 In consideration of the mutual premises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Proponent hereby offers to Metrolinx to perform all necessary work to complete the assignment described in Appendix "B" – Technical Specifications.

6.3.2 The Proponent hereby undertakes to perform the Work in strict accordance with the full intent of the terms, conditions and requirements set forth in the following documents which form this Proposal Document:

ANY ADDENDA ISSUED HERETO  
INSTRUCTIONS TO PROPONENTS  
PROPOSAL SUBMISSION REQUIREMENTS  
PROPOSAL EVALUATION CRITERIA AND SELECTION  
PROCESS  
FORM OF PROPOSAL  
ATTACHMENT 1 – PROPONENT'S PRICE SUBMISSION  
ATTACHMENT 2 – CORPORATE REFERENCES  
ATTACHMENT 3 – TAX COMPLIANCE DECLARATION FORM  
APPENDIX "A" – DOCUMENTS  
APPENDIX "B" – TECHNICAL SPECIFICATIONS

- Appended Appendix B1 – Detailed Specifications
- Appended Appendix B2 to B9 – Bus Inventory

APPENDIX "C" – SAMPLE MASTER AGREEMENT  
APPENDIX "D" – SAMPLE PURCHASE AGREEMENT

6.3.3 The Proponent acknowledges receipt of any and all Addenda issued hereto and that their Submission has been developed in consideration of the Addenda.

6.3.4 The Proponent's Submission is hereby submitted on the full understanding that it is an irrevocable offer by the Proponent for a period of one hundred and eighty (180) calendar days from the Closing. The Proponent hereby covenants that it shall perform and execute the Work, in accordance with the Contract prices quoted herein if it is notified in writing by Metrolinx within the one hundred and eighty (180) calendar day period that it is the successful Proponent.

- 6.3.5 The Proponent acknowledges that their Submission should be in the correct format using the appropriate Proposal Document Forms and instructions as provided herein. Failure to comply may result in the Proponent being found non-responsive and disqualified at the sole discretion of Metrolinx.
- 6.3.6 The Proponent acknowledges that by way of the E-Bid Authorized Signer submitting a Submission the Proponent is agreeing to be bound to each and every term, condition, article and obligation of the Proposal Document and any resultant Contract.
- 6.3.7 The Proponent acknowledges that consistent with Section 3.6.3 of Instructions to Proponents, failure by the Proponent, whose Submission was accepted by Metrolinx, to execute and return the Contract with any other documents as may be required within the specified time, could result in the cancellation of the Contract.

#### 6.4 Requirements

- 6.4.1 The Proponent shall provide personnel and resources to perform the Work in accordance with the Technical Specifications, attached as Appendix "B";
- 6.4.2 The Work is to be provided to the satisfaction and acceptance by the Purchaser(s) in accordance with the Purchase Agreement(s).

#### 6.5 Conflict of Interest

- 6.5.1 "Conflict of Interest" means:
  - I. in relation to this RFP Process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of Metrolinx in the preparation of its Submission that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in this RFP Process (including but not limited to the lobbying of decision makers involved in this RFP Process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of this RFP Process; or
  - II. in relation the performance of its contractual obligations contemplated in the Contract that is the subject of this procurement, the Proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment, or (ii) could, or

could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

6.5.2 If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its Submission; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the Proposal Document.

Otherwise, if the statement below applies, check (“X”) the box.

(a)  The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its Submission, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the Proposal Document.

(b) If the Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must set out below details of the actual or potential Conflict of Interest:

N/A

6.5.3 The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our Submission (whether as employees, advisers, or in any other capacity); AND (b) were employees, advisers or consultants of Metrolinx at any time within the twelve (12) months prior to the Closing:

Name of Individual: N/A
Job Classification: N/A
Department: N/A
Last Date of Employment with Metrolinx: N/A
Name of Last Supervisor: N/A
Brief Description of Individual’s Job Functions: N/A
Brief Description of Nature of Individual’s Participation in the Preparation of the Submission: N/A

6.5.4 (Repeat above for each identified individual)

The Proponent agrees that, upon request, the Proponent shall provide Metrolinx with additional information from each individual identified above in the form prescribed by Metrolinx.

## 9.0 Attachment 3 – Tax Compliance Declaration Form

Metrolinx expects all suppliers to pay their provincial taxes on a timely basis. In this regard, Proponents are advised that any contract with Metrolinx will require a declaration from the successful Proponent that the Proponent's provincial taxes are in good standing (see Section 3.8 of RFP).

In order to be considered for a contract award, the Proponent should submit the following tax compliance status statement and the following consent to disclosure:

### Declaration

I/WE hereby certify that \_\_\_\_\_ at the time of submitting its  
(legal name of Proponent)

Proposal, is in full compliance with all tax statutes administered by the Ministry of Revenue for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

### Consent to Disclosure

I/WE consent to the Ministry of Revenue for Ontario releasing the taxpayer information described in this Declaration to Metrolinx issuing the RFP as necessary for the purpose of verifying that I/we am/are in full compliance with all statutes administered by the Ministry of Revenue for Ontario.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2017

\_\_\_\_\_  
(An authorized signing officer)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Fax Number)

**Please be advised that Radio Engineering Industries, Inc. (REI) is a Corporation incorporated in the USA. REI is not currently doing business in Canada and is not registered with the Ministry of Revenue and as such is unable to sign the Tax Declaration form in Attachment 3 to RFP-2017-TPI-014 or provide a H.S.T. Number. However, should REI be awarded this RFP, we will register and comply with all required tax regulations and provide the documentation you require. Please see attached letter from REI's CFO.**

RFP-2017-TPI-014

*Kemi Howard*  
9/19/17



September 19, 2017

**RE: Attachment 3-Tax Compliance Declaration Form for RFP-2017-TPI-014**

To Whom It May Concern:

Please be advised that Radio Engineering Industries, Inc. (REI) is a Corporation incorporated in the USA. REI is not currently doing business in Canada and is not registered with the Ministry of Revenue and as such is unable to sign the Tax Declaration form in Attachment 3 to RFP-2017-TPI-014 or provide a H.S.T. Number.

However, should REI be awarded this RFP, we will register and comply with all required tax regulations and provide the documentation you require.

Sincerely,

A handwritten signature in black ink that reads "Kevin Herrmann".

Kevin Herrmann, CFO

RADIO ENGINEERING INDUSTRIES, INC.

# REI



Proposal Submitted in Response to

## **Request for Proposals**

### **Supply and Install of an On-Board Video Surveillance System**

**RFP-2017-TPI-014**

Submitted to:  
Metrolinx MERX Portal

Submitted by:

**Radio Engineering Industries, Inc. (REI)**  
6534 L Street  
Omaha, NE 68117  
(800) 228-9275

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# 1 Corporate Summary

Founded in 1938, Radio Engineering Industries, Inc. (REI) is an international vertically integrated research, design, engineering, and manufacturing company with headquarters in Omaha, Nebraska, U.S.A. For seven decades, REI has made quality, service, and value its primary objectives by providing products and services developed with our customers and their product applications and environments in mind.

REI offers an extensive line of commercial electronics to manufacturers, dealers, distributors and operators in the Student and Public transportation sectors as well as Motor Coach, Shuttle Bus, Construction and Agriculture industries. Our extensive line of custom designed Audio/Video Entertainment systems, BUS-WATCH® Surveillance systems, Radios, Passenger Address systems and accessories are constructed of durable, industrial grade components. REI supplies quality products to customers throughout the United States, Mexico, South America and Canada with international business expanding in Europe and Australia.

Family owned and operated for over 70 years, REI designs products and develops our specifications in-house utilizing our extensive commercial industry experience and staff of dedicated engineers. Because REI engineers have a combined total of nearly 200 years of experience with REI, we do not accept “off the shelf” components that may not withstand the rigors of the rugged mobile environment. The entire business is governed by International ISO 9001:2008 Quality Standards, ensuring only the highest quality products for our customers. REI supports its products long after the sale with exclusive 24/7/365 Technical Support.

REI’s extensive experience developing commercial mobile electronics, combined with our diversified manufacturing capabilities, provide for products that specifically meet the ever-changing needs of our customers. This flexibility allows REI to develop unique partnerships with customers in order to meet customer specific applications.

6534 L Street, Omaha, NE 68117  
Main (800) 228-9275 Fax (402) 339-1704  
Service (877) 726-4617  
[www.radioeng.com](http://www.radioeng.com)

## 2 Corporate Experience

### 2.1 Description of Goods

With nearly 80 years of engineering, manufacturing and customer support experience, REI continues to be a technology innovator and a long-term partner with our customers. We are proud of our successful, long-term relationships and constantly look for ways to build new relationships to continue our mutual success in having the most reliable and cost-effective products and system solutions for the transportation and commercial vehicle industries.

As an ISO 9001:2008 certified company, we are committed to quality throughout our entire organization. Our highly skilled and proven staff of dedicated hardware and software engineers design and test our products to the strictest quality standards. Our equally skilled team of production and quality assurance professionals insures our manufacturing process meets and conforms to these stringent requirements.

REI keeps over \$10 million in inventory in our warehouse at all times in our 150,000 square foot facility in Omaha, NE. With our dedicated engineering, production, sales, customer service, and shipping teams, REI exceeds every other manufacturer in the mobile industry when it comes to getting the parts you need when you need them.

The principal purpose of surveillance recording is that when an event occurs which is needed to be reviewed and kept for any reason – the system needs to record the event clearly, with high quality according to your specifications. Audio and video need to be working at all times, and the event needs to be easily retrieved, viewed and securely stored without possibility of compromise.

This translates to questioning the design and build of the system. Can the DVR and Hard Drive handle bus vibrations? Can it handle temperatures extremes? It also is having a partner group with years of technical and service experience to help you define what you are looking for in a system – including the settings of video and audio recording levels, and system defaults set to meet and exceed the exact needs of your patrons and operation staff.

With a video surveillance platform, the audio and video footage belongs to you. And it should be simple to find, retrieve, play, report, archive, and recall. The process should be simple enough that anyone could do it....yet at the same time, it needs to be secure enough that only people with authorization can be allowed to utilize the platform, and the audio/video and meta-data records need to be authentic and unalterable – to maintain the utmost integrity level which may be needed for risk mitigation.

You are certainly familiar with warranties and satisfaction guarantees in almost all products and services in which you engage. REI's Warranty for products is two years. And we have machines and platforms which are still in the field after 15 years. What is vital to the effectiveness of your project is not just a warranty.....but how much it is needed. Product breakdown, warranties notwithstanding, can be disruptive to the operation. The best warranties are the ones which are not needed. And the REI customers, our best references, will tell you that our warranty is great....but has had limited use.

## 2.1.1 References

REI is proud to submit the following site references to you. They are also included in the attachment “RFP-2017-TPI-014 Attachment 2\_Corporate References.pdf”. They are also listed below. REI is a preferred MVS solution provider to many OEMs as well, including heavy duty companies like Gillig, New Flyer, Eldorado, Proterra, MCI, and REV Group. In addition, REI serves several Paratransit OEMs including StarCraft, Glaval, and MV1.

REI CORPORATE REFERENCES						
Company Name	Project Title	Contact Person	Phone Number	E-mail Address	Start Date	Completion Date
City of Madison Wisconsin - Madison Metro	Mobile Surveillance Systems	Jeff Butler Maintenance Manager	(608) 266-4739	jbutler@cityofmadison.com	2009	On-going - Continue to install systems.
Broward County Florida - Broward County Transit	Mobile Surveillance Systems	Steven Wheeler, Fleet Maintenance Superintendent	(954) 357-8478	swheeler@broward.org	2014	On-going - Continue to install systems.
City of El Paso, Texas – Sun Metro Transit	Mobile Surveillance Systems	Kevin Bunce, Assistant Director of Maintenance	(915) 212-3306	bunceke@elpasotexas.gov	2015	On-going - Continue to install systems.
City of Visalia, California – Visalia Transit	Mobile Surveillance Systems	Alex Deats, Systems Analyst	(559) 713-4587	Alex.deats@visalia.city	2016	On-going - Continued to install systems.
City of Abilene, Texas – Citilink Transit	Mobile Surveillance Systems	Ben Herr, Interim General Manager	(513) 259-4975	james.oliver@abilenetx.com  (temporary email address)	2015	On-going - Continue to install systems.

**CORPORATE REFERENCES FOR MTC (INSTALLER & SERVICE PROVIDER)**

Company Name	Project Title	Contact Person	Phone Number	E-mail Address	Start Date	Completion Date
Durham Regional Police Services	Harris P25 Next Gen Project	Stephen Orr Radio Systems – Communications	647-988-2003	<a href="mailto:sorr@drps.ca">sorr@drps.ca</a>	2014	Radio deployment and Installation of 3600 Radios plus ongoing support.
Go Transit/Metrolinx	Fleet service and repairs to Transit safety Vehicles and new builds	John Chamoun Fleet Analyst, Non-Revenue Fleet, GO Transit	C: 647-284-2956 T: 416-202-6177 F: 905-952-0182	<a href="mailto:john.chamoun@metrolinx.com">john.chamoun@metrolinx.com</a>	2017	Ongoing Maintenance Contract
Coach Canada	Fleet Service	Terry Pecoskie	C: 705-313-3593 T: 705-748-1176	<a href="mailto:terry.pecoskie@coachcanada.com">terry.pecoskie@coachcanada.com</a>	2017	Currently working on MegaBus/ Luftansa video system installations as well as WIFI system upgrades and rewiring on fleet of 140 Highway Coaches
Harris Radio Canada	Durham Region P25 Next Gen Radio Project	Fida Shamim Sr. Program Manager	T: 905-817-8316 C: 416-557-8133		2014	Ongoing Contract
Operasoft AVL/GPS Systems	Installation of City of Oshawa Fleet GPS/AVL systems, 160 Units	Jean-Pierre Habib Sales Director/Project Manager	T: 450-241-6262 F: 866-708-957	<a href="mailto:jp@operasoft.ca">jp@operasoft.ca</a>	2016	Ongoing Maintenance Agreement
Tripspark/Trapeze Group	Rework project for Barrie and Burlington Transit, On Site,	Roger Helmy	T: 905-629-8727 x104843	<a href="mailto:roger.helmy@trapezegroup.com">roger.helmy@trapezegroup.com</a>	2016	4 Days

	Main board diode replacement and reinstallation. 180 Units		C: 647-244-9866 F: 905-238-8408			
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## 2.2 Roles and Responsibilities

### 2.2.1 Major Tasks by Team Members

With nearly 80 years of experience in the design, development and production of mobile electronic products and systems, REI has gained extensive experience in designing the most reliable, feature focused, and cost-effective system solutions in the transportation industries. None of our competitors comes close with our level of experience not only in mobile video surveillance systems but in all mobile electronics.

The scope of work for this project consists of:

- Purchase, installation, and testing of applicable vehicle hardware
- Development of a the agency-specific field acceptance test procedure
- Installation, Testing, and Commissioning
- Viewing system software installation and training
- Warranty support and product/system training

### 2.2.2 References for Project Manager or Team Members

#### **Quentin Benedict – Project Manager**

##### Experience

Mr. Benedict has 40 years of experience in hardware design, network and software engineering, with an emphasis in project management, software integration, network installation and communications design. His program management skills have been honed in very difficult projects.

##### Education

- BSEE Florida Atlantic University, Boca Raton, FL
- IBM New Manager School
- IBM Project Management School

##### Key Qualifications

Mr. Benedict has a unique skill set ranging from technician to engineer to management of many types of engineering projects. He brings expertise in all phases of the project with an excellent understanding of what it takes to keep the goal in sight and move the project forward. He combines planning and execution in a way that makes him an asset to any project.

#### **Rock Tarnick – VP of Engineering**

##### Experience

Executive manager of the engineering and manufacturing functions of the company including hardware & software R&D, design, application development, new product development,

manufacturing optimization, all within the scope of the corporate strategy.

## **Education**

- Bachelor of Science in Industrial Management-Peru State College, Peru, NE
- Associate of Applied Science in Electronics Engineering Technology-Southeast Community College, Milford, NE

## **Key Qualifications**

Assume ownership of project milestones, including those of technology partners, and drive projects from start to completion; responsible for resource prioritization, coordination of all project information, and communicating status with executive management, sales, and marketing teams. Manage the engineering groups in project planning by developing, communicating, and driving the technology objectives; setting scope, deliverables, timelines, risk management, milestone definition, and acceptance procedures. Work with remote engineering, integration, manufacturing and QA teams.

## **Dave Williamson – Service Manager**

### **Experience**

Mr. Williamson has over 23 years' experience as an electronics technician and leads REI's Customer Service Initiative.

### **Education**

- Associate of Science in Electronics Technology, Metropolitan CC

### **Key Qualifications**

Manages REI Customer Service Operations.

Provides technical support and instruction to customers regarding equipment installation, operation and serviceability.

Analyzes field repairs and trends; confers with Engineering Department to determine product improvements.

Reviews and evaluates work of others, inside and outside the organization, to ensure effectiveness, technical adequacy and compatibility in the installation and operation of equipment.

## **Gregory Chornak – Territory Account Manager - Transit**

### **Experience**

Mr. Chornak has 40 years of experience in the transportation industry in both the public and private sectors. For over the past 25 years, he has been involved in the private sector as a business development professional working for leading bus and rail system suppliers serving the transportation industry throughout the western U.S. and Canada.

### **Education**

- Professional Certificate in Purchasing Management – UC San Diego
- Business Administration – San Diego Mesa College

- Denver Automotive & Diesel College – Denver, CO

### **Key Qualifications**

Manages all business development and customer service for transit industry throughout the western U.S. and Canada. Responsible for all aspects of REI product and system support activities and maintaining total customer satisfaction.

## 2.2.3 Past Performance of Team Members

### **Quentin Benedict – Project Manager**

As Director of Engineering for Sumitomo Corp Transportation Systems Group, Mr. Benedict was Project Manager for the Phoenix Valley Metro Rail and Seattle Sound Transit light rail vehicle contracts Intelligent Vehicle Controller and Communication/Passenger Information subsystems.

A total of 150 self-propelled passenger rail cars were deployed to the field and have been in continuous revenue service since December 2006. The project involved coordinating cross functional teams to develop hardware and software using vendor, off the shelf components wherever possible to deliver wired (100baseT) and wireless (802.11g) communications networks along with passenger information and automatic vehicle location.

Efforts were coordinated between the development sites in Boca Raton, FL and both Seattle, WA and Phoenix, AZ. Manufacturing was accomplished using both in-house and vendor manufacturing resources. Many of the components came from offshore sources and Mr. Benedict was required to travel to Taipei, Taiwan to manage vendor activities directly.

Most recently, Mr. Benedict has been a consultant with Booz Allen Hamilton working on major transportation projects in Washington, DC; Atlanta, GA; San Francisco, CA and Toronto, Canada.

### **Rock Tarnick – VP of Engineering, REI**

Responsibilities include the day-to-day coordination of software and hardware development project activities, schedules, setting team goals, and team development activities necessary to ensure projects are delivered to the agreed performance, quality, delivery date, and cost targets. Balancing the sourcing of existing technologies with new product/feature development to ensure products meet customer requirements in the most cost effective and timely manner. Proactively monitor customer claims and other vendor experiences as they relate to engineering and manufacturing issues and/or needs. Participate in formulating and administering company policies and developing long-range goals and objectives. This includes the direction, focus, and visualization of activities in responsible departments to further the overall progressive goals and objectives and monitor their progress.

29 years in the electronics industry. Mr. Tarnick has been with Radio Engineering Industries in Omaha since 1987.

### **Dave Williamson – Service Manager, REI**

Involved with REI DVR systems since they were originally released and been involved with all types of system analysis, troubleshooting, hardware, software and firmware support and extensive system networking experience for 14 years.

## **Greg Chornak – Transit Territory Account Manager, REI**

Has represented key bus and rail transit product and system suppliers. He has also been instrumental in introducing new companies and technologies to the transportation industry, including on-board digital recording systems, LED signs and advertising displays and advanced passenger information systems.

Has also held management positions with key transit agencies in roles involving fleet management, purchasing and maintenance. He also represents REI at national, state and regional transit associations and is involved with various association committees.

### **2.2.4 Team Members roles**

Quentin Benedict – Project Manager, REI  
Rock Tarnick – VP of Engineering, REI  
Dave Williamson – Service Manager, REI  
Greg Chornak – Transit Territory Account Manager, REI

## **2.3 Knowledge of the Following Areas:**

### **2.3.1 Transit Surveillance System Implementation**

REI has read and understands the project requirements as described in RFP-2017-TPI-014 and applicable addendums. Based on our experience in the design and development of systems, system components and meeting project objectives in the most cost-effective way, REI is proposing the following system solutions to demonstrate our knowledge and understanding of services required.

It is important to note the importance of the technology engineered into the DVR, camera and complete system. Image quality, simultaneous high definition digitizing of images, reliability and data management are critical factors that must be considered when comparing and evaluating the quality of any mobile video surveillance system.

Based on our years of experience these critical factors are paramount in system design. Without them the cost of the system is irrelevant. REI systems are designed to provide the most cost-effective system with optimal performance features to provide you with an ideal system solution.

It is important to note that DVRs, cameras and system accessories are not designed and manufactured to the same standards. REI is confident that the design, engineering and production of our systems is to the highest performance and quality standards to provide our customers with the most reliable, cost-effective solution available.

### **2.3.2 Transit Surveillance System Support & Maintenance**

REI offers extensive, free webinars for DCTA technical staff and management. We also provide on-site training for all initial system installations. Follow up training can also be provided on as needed basis

REI also provides 24/7/365 Technical Assistance by phone using our toll free number of (877) 726-4617. We also maintain a Customer Support website that provides technical product manuals, service and troubleshooting information by visiting us anytime at: [www.radioeng.info](http://www.radioeng.info)

We are committed to providing our customers with the information they need to maximize the use of all your REI products.

## 2.3.3 Transit Surveillance System Life Cycling

The primary factors that effect a products useful lifespan are 1) Owner Care for the Product, 2) Technological Relevancy, 3) Component Supply, and 4) Design Constraints.

REI MDVRs have always been designed to a 10 year platform, but realistically, the products tend to not become obsolete overnight, but as a gradual process.

Around 5 years after the initial product release, newer technological advances tend to emerge and next generation designs generally take advantage of technologies that did not exist during the design phase of the given product. Replacing product every 5 years to chase the latest technological developments could be justified, but would carry the highest in cost premiums.

Around 7 years after the initial product release, it becomes difficult to source the exact same electrical components that went into the original design and products begin to sunset in production in favor of next generation products with newer electrical components that have reset expected supply chain windows. At this point most fleet owners need to assess the direction they want to take in upgrading or replacing the vehicle surveillance systems. Some properties stock up on spare components at this time, whereas others budget for fleet replacement.

Around ten years after the initial product release, the viability of the product begins to reach the end of the initial design considerations. Internal real time clock batteries have an off the bus shelf life of 10 years and product sitting in customer storage for a decade may not work out of the box anymore and may be required to be upgraded by the factory to extend the life of the products. At this point the products have long been out of the warranty period and factory support is at its minimum. The MDVRs in the buses may continue to function properly well after this point, but if problems arise, the difficulty level in repairing or troubleshooting becomes more of an issue.

In terms of product relevancy based upon the difference in initial design and actual customer purchase time frames, REI uses the process of revision through Engineering Change Order to bring the latest in technological advancements and product improvements into all the product we sell. For example, if an improvement is made into the design of the internal shock and vibration dampening of the hard drive module, all new products made are revision changed to include the new design when manufactured, regardless of how long ago the product was first produced. This tends to mitigate the initial design date of the product in consideration of product lifespan and allows the end user to create a start date of the product timeline that coincides with their actual purchase date.

Mean Time Between Failure algorithms and calculations have been applied to REI surveillance product. As of the last time we ran the numbers, we were getting around 12 years of statistical MTBF on HD Series MDVRs. That doesn't translate into each DVR should be expected to last 12 years, but it is a standard that REI Engineering can use to compare failure rates between different products over different generations. The exact calculations that I use involve sensitive REI sales data, but in general goes along these lines:

- $\text{Annual Failure Rate} = (\text{Failures} * \text{Years}) / \text{Population}$
- $\text{Mean Time Between Failures} = \text{Duty Hours in Year} / \text{AFR}$
- $\text{Duty Cycle} = 8 \text{ Hours} / \text{Day} @ 5 \text{ days per week}$
- $\text{MTBF} = 110908.5 \text{ Hours}$

Hard drives are a little bit of a different story because they have moving parts and are the most susceptible to the harsh environments of the transit industry. Similar analysis as stated above with MDVRs produces expected hard drive lifespans between 3 to 7 years. The breakdowns between 3, 5, and 7 years differ in the

specific reasons for failures because of the differences in the type of product, but still follow along the same owner reaction model. At three years you could replace all your drives to ensure the very least amount of loss of video will occur due to drive failures, but this comes at a cost. At five years you need to have a plan on what you intend to do about the hard drives in your fleet. At seven years you are on borrowed time, they may work just fine, but when you experience issues, the reasons are clear as to why. At the extreme end, REI does have a handful of hard drives that have been operational in the field now for over 10 years.

Cameras are roughly the same as MDVRs in terms of expected lifespan, but the primary differentiator is resolution and video quality. Most customers do not replace cameras outside of product failures or fleet upgrade.

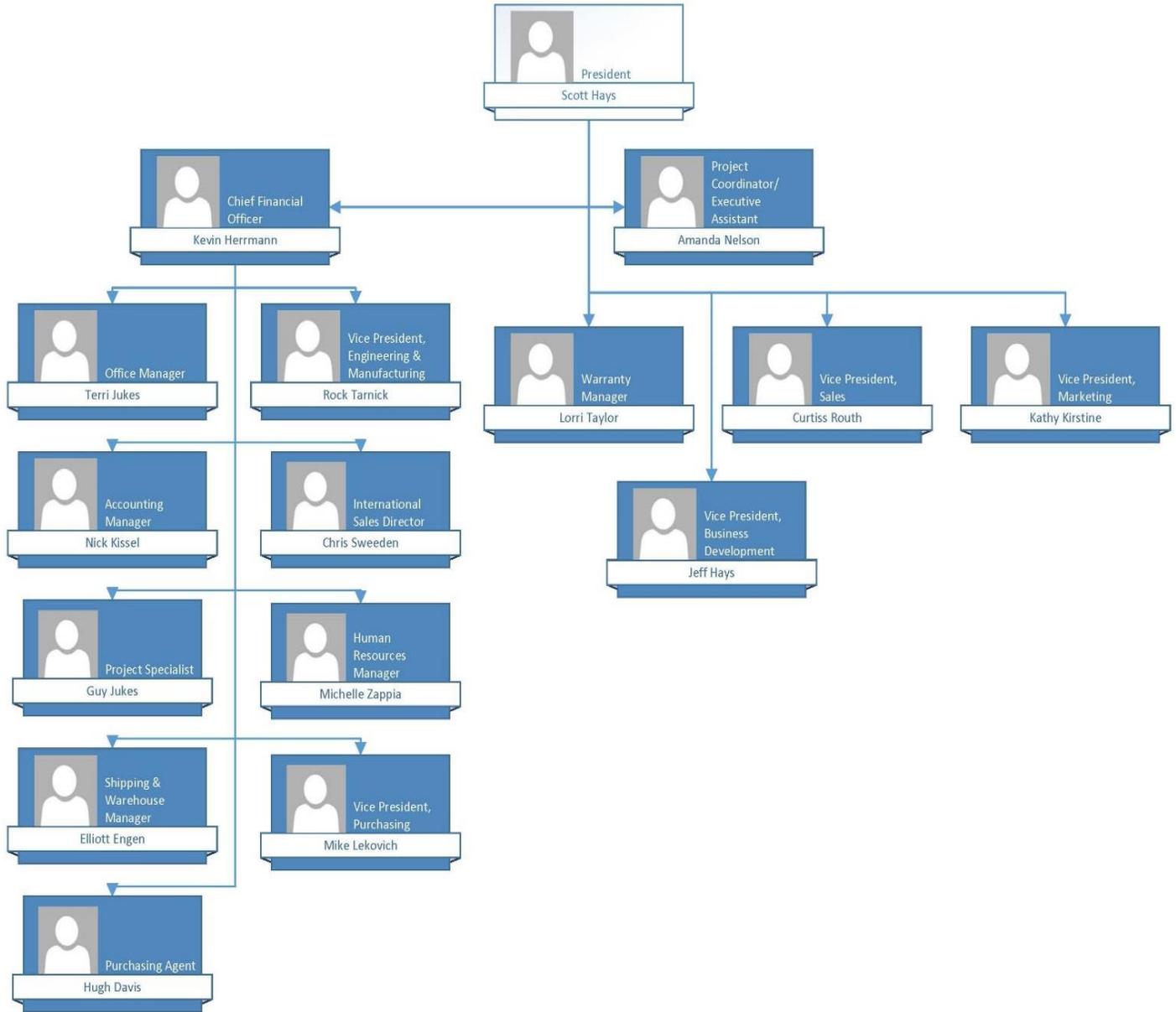
REI Engineering does make every reasonable effort to promote backwards compatibility into the design of new products to ease the transition from one generation of REI product to the next. REI cameras and camera cables have used the same pin-outs for the last 20 years. GPS modules, panic buttons, vehicle sensor harnesses, and power harnesses all work with newer DVRs the same as they did with older MDVRs either straight plug or with available adapter harnesses. We understand that there are a fixed number of fleets in the US that would have need for mobile surveillance and we look at each customer as an opportunity for a long term partnership and we design our products to that end.

It should be noted however that just because a camera that REI sold in 1998 could plug into a 2017 MDVR and that MDVR would record that audio and video the same as the old VCR that came with that camera in the first place, new 2017 cameras produce a substantially higher video resolution and quality than anything that was available before the turn of the century and we always recommend that users take advantage of technological improvements whenever they can. But maybe a 2017 camera in a 2025 DVR wouldn't be as dramatic of a difference, time will tell.

The HD Series of Mobile DVRs is REI's current high end platform for mobile surveillance development. Hard drives are hot swappable between units and the same software is used across all of the platforms. The HD series MDVRs currently have no sunset date set so purchase of HD series MDVRs ensures product viability well into the future. This again reaffirms that it is safe to set a start date of the product timeline that coincides with their actual purchase date.

## 2.4 Org Chart

Mr. Williamson reports to Mr. Tarnick. Mr. Chornak and Mr. Benedict report to Curtiss Routh, VP of Sales.



## 3 Implementation and Management Plan

### 3.1 Detailed Work Plan

REI has a proven record of performing our contracts on time and in accordance with applicable contract requirements. Our years of experience and family-owned structure insures everyone from our executive team to our receptionist is accessible for personal responses with day to day activities.

At the time of contract award REI will have stock of all equipment being quoted. Our \$10M+ of inventory is maintained in our 150,000 square foot facility in Omaha, NE.

The REI team will coordinate all contract requirements with Metrolinx. Our sub-contractor, MTC Service will complete the installations and testing, while minimizing bus downtime. Work will begin within the required time on accordance with the Notice to Proceed (NTP). Installations will be completed in accordance with the mutually agreed upon schedule.

The scope of work for this project consists of:

- Purchase, installation, and testing of applicable vehicle hardware
- Development of a the agency-specific field acceptance test procedure
- Installation, Testing, and Commissioning
- Viewing system software installation and training
- Warranty support and product/system training

This project schedule is dependent on mutually agreed installation, testing and system acceptance schedule.

## 3.2 Project Schedule

This project schedule is dependent on the options selected. Assuming all options are selected, the system is expected to be running in revenue service within agreed upon days/weeks of issuance of Notice to Proceed (NTP). Note that several features may require customization and may be delivered different than the time estimate. The first step in the project plan is to order and configure all equipment. The following table lists the estimated lead time for each required component. The key in all things is communication and agreement of activity to complete satisfaction of Metrolinx.

The following table lists the major tasks within the project plan: Specific Project Plan will be developed, beginning with a Kickoff Meeting:

TASK	PLANNED COMPLETION DATE	NOTES
Order MVS Systems and ARMOR SERVER Components	NTP + 1 Week	REI
Deliver System Design Strategy	NTP + 2 Weeks	REI
Deliver System Acceptance Test Plan	NTP + 2 Weeks	REI
Approve System Design Strategy	NTP + 2 Weeks	Metrolinx
Approve System Acceptance Test Plan	NTP + 2 Weeks	Metrolinx
Vehicle Installation, Software upgrade/ Configuration, Dynamic Vehicle Testing, and Training	NTP+ 150 Days	Per Task Order designed by Transit
Perform System Acceptance Test Plan	NTP + 150 Days	REI
Begin Operation of System	NTP + 150 Days	ALL
Begin Maintenance & Warranty Phase	Ongoing	ALL (warranty begins when system acceptance testing is completed)

## 4 Proposed Technical Solution

The key advantages of the REI HD5 system are as follows:

- **DVR Performance: Video Recording Bit Rate of 40 Mbps (Mega Bits Per Second)**
  - What is Bit Rate? The number of bits per second that can be transmitted along a digital network.
  - Why is this important for Metrolinx? Just because a camera is capable of recording at 1080P does not mean you will see a 1080P image on the recording. If the DVR you purchase does not have a high enough Bit Rate you will not see the image quality you are looking for.
  - The HD5-1200 DVR has a Bit Rate of 40mbps so as you add up to 6 cameras and you can record HD quality video up to 30 frames per second.
- **Customized Record Time: What is the effect of resolution on record time?**

At REI, we believe the customer should have the power to select the desired resolution, frame rate and quality of each camera to balance video quality and record time.

Below is an example for the REI record time estimator which you have access to that shows the difference in record time at 720 versus 1080. As you can see there is a substantial difference. If awarded we can do a webinar to select the appropriate resolution, frame rate and quality of each camera.

The image displays two side-by-side screenshots of the 'Radio Engineering Record Time Estimator' software interface. Both screenshots show the same configuration: Platform: HD5-600, HDD Capacity: 500 GB, Configuration: Custom. The interface is divided into sections for camera settings and resource utilization.

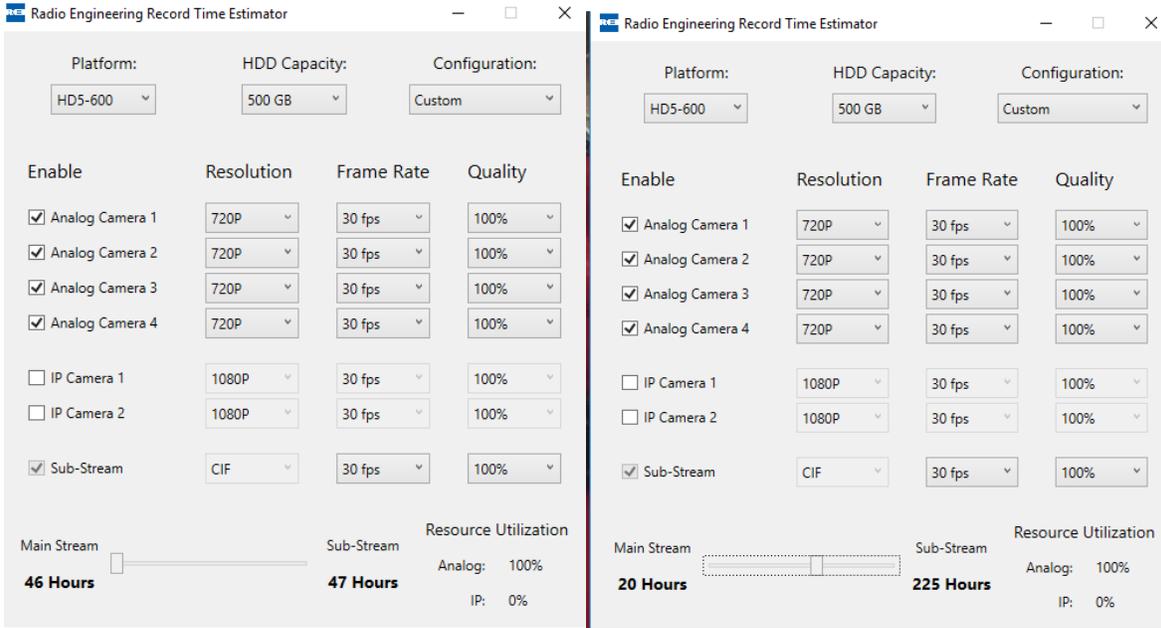
Enable	Resolution	Frame Rate	Quality
<input checked="" type="checkbox"/> Analog Camera 1	1080P	30 fps	100%
<input checked="" type="checkbox"/> Analog Camera 2	1080P	30 fps	100%
<input checked="" type="checkbox"/> Analog Camera 3	1080P	30 fps	100%
<input checked="" type="checkbox"/> Analog Camera 4	1080P	30 fps	100%
<input type="checkbox"/> IP Camera 1	1080P	30 fps	100%
<input type="checkbox"/> IP Camera 2	1080P	30 fps	100%
<input checked="" type="checkbox"/> Sub-Stream	CIF	30 fps	100%

**Resource Utilization (Left Screenshot - 1080P):**  
 Main Stream: 30 Hours  
 Sub-Stream: 34 Hours  
 Analog: 225%  
 IP: 0%

Enable	Resolution	Frame Rate	Quality
<input checked="" type="checkbox"/> Analog Camera 1	720P	30 fps	100%
<input checked="" type="checkbox"/> Analog Camera 2	720P	30 fps	100%
<input checked="" type="checkbox"/> Analog Camera 3	720P	30 fps	100%
<input checked="" type="checkbox"/> Analog Camera 4	720P	30 fps	100%
<input type="checkbox"/> IP Camera 1	1080P	30 fps	100%
<input type="checkbox"/> IP Camera 2	1080P	30 fps	100%
<input checked="" type="checkbox"/> Sub-Stream	CIF	30 fps	100%

**Resource Utilization (Right Screenshot - 720P):**  
 Main Stream: 46 Hours  
 Sub-Stream: 47 Hours  
 Analog: 100%  
 IP: 0%

- **Triple Stream Recording Capability:** for maximizing recording time and ensuring the video is there when you need it. REI's HD5-600 DVR records a main and sub stream of video to the hard drive. The main stream records at the quality you want for each camera while the sub stream records at CIF resolution.



- **Advanced Camera Technology:** AHD camera 162° horizontal field of view for greater single camera viewing area coverage





- Triple Stream Recording Capability: for maximizing recording time

Radio Engineering Record Time Estimator

Platform: HD5-600 | HDD Capacity: 500 GB | Configuration: Custom

Enable	Resolution	Frame Rate	Quality
<input checked="" type="checkbox"/> Analog Camera 1	720P	30 fps	100%
<input checked="" type="checkbox"/> Analog Camera 2	720P	30 fps	100%
<input checked="" type="checkbox"/> Analog Camera 3	720P	30 fps	100%
<input checked="" type="checkbox"/> Analog Camera 4	720P	30 fps	100%
<input type="checkbox"/> IP Camera 1	1080P	30 fps	100%
<input type="checkbox"/> IP Camera 2	1080P	30 fps	100%
<input checked="" type="checkbox"/> Sub-Stream	CIF	30 fps	100%

Main Stream:  | Sub-Stream:

**46 Hours** | **47 Hours**

Resource Utilization: Analog: 100%, IP: 0%

Radio Engineering Record Time Estimator

Platform: HD5-600 | HDD Capacity: 500 GB | Configuration: Custom

Enable	Resolution	Frame Rate	Quality
<input checked="" type="checkbox"/> Analog Camera 1	720P	30 fps	100%
<input checked="" type="checkbox"/> Analog Camera 2	720P	30 fps	100%
<input checked="" type="checkbox"/> Analog Camera 3	720P	30 fps	100%
<input checked="" type="checkbox"/> Analog Camera 4	720P	30 fps	100%
<input type="checkbox"/> IP Camera 1	1080P	30 fps	100%
<input type="checkbox"/> IP Camera 2	1080P	30 fps	100%
<input checked="" type="checkbox"/> Sub-Stream	CIF	30 fps	100%

Main Stream:  | Sub-Stream:

**20 Hours** | **225 Hours**

Resource Utilization: Analog: 100%, IP: 0%

## 4.1 HD5 1200 Series DVR Specifications



### HD5-600 DVR

MOBILE VIDEO SURVEILLANCE

The HD5 Series – the last DVR you will ever need to buy.

DESCRIPTION	PART #
HD5-600 DVR	710607
HD5-600 DVR with WiFi	710608



#### Featured Specifications

<p>High Definition (1080p) on All Channels</p>	<p>Ultra HD (4K) Channels 5 &amp; 6</p>	<p>GPS (optional)</p>
<p>4G Cellular (optional)</p>	<p>Fast 802.11n WiFi (optional)</p>	<p>Panic Button (optional)</p>
<p>Full-Frame Rate up to 30fps/Channel</p>	<p>H.264 Triple Streaming</p>	<p>Accelerometer (optional)</p>
<p>Up to 2TB Hard Drive or Solid State Hard Drive (optional)</p>	<p>Up to 256GB SD Card (optional)</p>	<p>Lockbox (optional)</p>
<p>Extruded Aluminum Chassis</p>	<p>Fanless Design</p>	

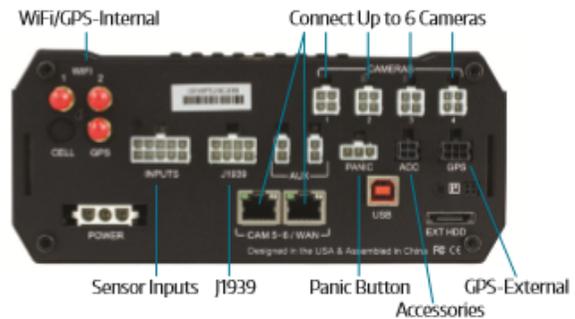
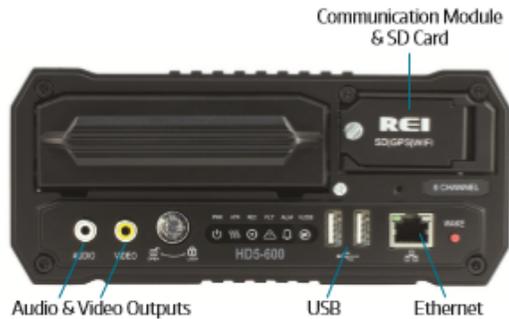
#### Benefits

- Save money – 100% compatible with all existing REI HD Series cables, cameras, peripheral devices and brackets
- Versatile – connects up to 6 HD cameras providing total video coverage in and around your vehicle
- Expandable – communication module makes upgrading easy for faster communication technology as it becomes available
- Enhanced clarity – 1080p high definition – available on all channels – allows you to see the smallest details with enhanced clarity
- Built to last – vibration dampening integrated into hard drive housing
- User-friendly – configuring via IOS/android tablet, hand-held monitor and mouse or laptop PC
- Dependable – integrated heater for operation to -40°F
- Secure – steel rear cover and locking front cover (both optional)
- Safe – provides consistent, regulated power including all cameras, external devices, and peripherals

#### Testing Standards

- Battery/voltage tested per ISO 7637-2
- Electrical load tested reverse polarity and power faults per ISO 16750-2
- Electrostatic discharge testing/protected per ISO 10605
- Thermal tested per ISO 16750-4
- Vibration tested to military standard-810G

### HD5-600 DVR



Power	8 to 32 Volts DC, <2A operating (excludes cameras, accessories)
Dimensions	Without brackets: 7.4" x 3.2" x 9.5"; With brackets: 9.1" x 4.0" x 9.5" (max)
Weight	8.6 lbs (3.90 kg) with mounting brackets
Standby Current	< 2mA
Operation Temperature	-40°-+160°F continuous operation
Operating Humidity	10% - 95%, non-condensing

VIDEO RECORDING	
Video Inputs	Up to 6 Channels
Video Standards	NTSC, AHD, ONVIF, REI
Resolution	Up to 1080P Channels 1-4 Up to UHD(4K) Channels 5-6
Frame Rate	Up to 30 fps per channel
Bit Rate	40 Mbps
Compression	H.264 Triple stream encoding/ recording - high quality recording + efficient network video streaming
Audio Inputs	6
Total Channels	6

STORAGE	
Hard Drive	Removable hard disk drive module with USB 3.0 interface, integrated shock and vibration dampening, and heater
Expandable Storage	eSATA port for external storage expansion (external HDD) - up to 16TB of total internal/external storage
SD Card	SD slot for simultaneous (mirror) or alarm video recording

COMMUNICATION MODULE	
Easily Upgradeable Communication Module	Field or factory installed removable communication module
WiFi (Internal)	Optional 802.11a/b/g/n 2.4Ghz/5Ghz WiFi (WiFi models only)
Cellular (Internal)	Optional 3G/4G modem for cellular connectivity
GPS (Internal)	Optional internal or external GPS receiver

INPUTS/OUTPUTS	
USB Ports	2 front panel USB ports for mouse and video backup, firmware update, configuration, and debugging (log files, etc.)
WAN Ports	Rear panel WAN (Ethernet) port for connection to external 3G/4G cellular router and for connection to REI and non-REI in-vehicle systems
LAN Ports (IPC, etc.)	Front panel LAN port for local DVR configuration, camera adjustment, IP camera setup, etc.
Front Panel Audio/Video Port	Front panel composite audio/video outputs for local DVR configuration, camera setup, etc. using a USB mouse.
Vehicle Interface (J1939)	Dual SAE J1939 250kbps/500kbps interface for connection to in-vehicle networks, multiplex systems, etc.
Accessory Port (RS485)	For connection to optional REI peripherals, including accelerometer, output modules, display modules, RFID, etc., and non REI devices
GPS/Status Port (RS232)	Optional external (RS232) GPS receiver Optional GPS/Status output (RS232) for interface to third-party AVL systems
Sensor Inputs	8 sensor inputs for detection of vehicle signals (brakes, turn signals, etc.)

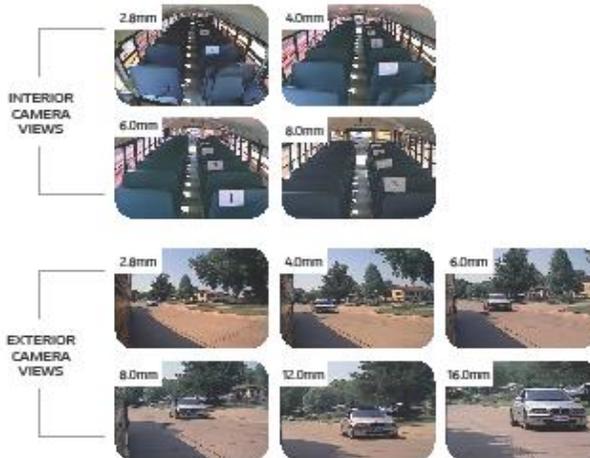
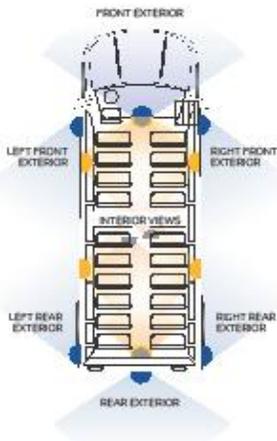
REI designs a variety of durable high-resolution color cameras that can be placed on the interior or exterior of your vehicle(s). Choose 1 or 2 cameras for minimal coverage or up to 8 cameras to maximize your view of activities in and around your vehicle. The number of cameras you choose affects your REI DVR purchase.

## CAMERAS

### MOBILE VIDEO SURVEILLANCE



CAMERA COMPARISON	Recessed Camera	Wedge Camera	Minibox Camera	Dome Camera	Exterior Side Mount Camera
Hi-Res color series	✓	✓	✓	✓	✓
Day/night viewing	✓	✓	✓	with optional IR illuminator	✓
Microphone	✓	✓	✓	✓	
Intelligent IR technology for eliminating IR hot spots	✓	✓	✓	with optional IR illuminator	✓
Adjustable viewing angle		✓	✓	✓	
Built-in heater					✓
Tamper proof	✓	✓		✓	✓
Waterproof					✓
Protrudes less than 1"	✓				
CCD 1/3" Sony Exview HAD II		✓	✓	✓	1/3" Sony Exview HA
Minimum Illumination 0 Lux with IR LEDs	✓	✓	✓	with optional IR illuminator	✓
Operating Temp -5°F to +120°F	✓	✓	✓	✓	-40°F to +160°F
12 volts DC Input Voltage	✓	✓	✓	✓	✓
Power Consumption	200 MA or less	240 MA or less	240 MA or less	200 MA or less	450 MA or less



## 4.2 ARMOR Video Management Software (VMS) Viewing System Software Suite

Managing video data efficiently and effectively is critical to maintaining a cost-effective and productive mobile video surveillance system. With our ARMOR VMS suite, REI provides a powerful, scalable solution that can be customized to meet each customer's individual needs.

The ARMOR Suite can provide options from standard viewing, saving and archiving of recordings to fully automated vehicle tracking, remote viewing and incident reporting and notification.



**GPS - Utilizing Google Maps**  
REI's GPS antenna receiver required

**Video Windows**  
Simultaneously display multiple channels of video and audio

**Blur Tool**  
Easily blurs video for passenger privacy

**Save Snapshot**

**Real Time Viewing**

**Video Source Selection**  
Hard drive, SD card, USB drive, saved video or remote DVR

**Calendar**  
Days containing video highlighted for easy selection

**Video Segments**  
Highlighted for easy identification

**Customize View**  
Drag & drop screens to your preference

**Advanced Search**

**Save Video**

**Playback Controls**

**Info Displays**  
Visual display of vehicle data: speed, signals, lights, location, time, inertia, etc.

REI's A.R.M.O.R. video management software is state-of-the-art, packed with features and user-friendly. The software is designed exclusively for REI's HD Series DVRs. REI produces quality, durable mobile video surveillance systems that help promote safety and security for drivers, passengers and vehicles. Specify REI today!

Viewing Sources	Hard drive, SD card, USB thumb-drive, archived video, or remote DVR (playback or live video)
License Plate Capture	Utilize REI's stop arm camera with advanced day/night image capturing to clearly view license plate and vehicle information.
AVL/GPS	Automatic Vehicle Location - Fully integrate your mobile video surveillance system with an AVL solution. Actively monitor your fleet with the following features: live tracking, fleet reports, geo-fencing

## FEATURE PACK HIGHLIGHTS



### Automated Health Status (A.R.M.O.R.-Diagnostics)

- Proactively monitor DVR health to ensure your systems are fully functional prior to bus leaving home lot.
- Know your engine's health utilizing the J1939 CAN-BUS add on which reads vehicle information (speed, odometer, fuel economy) and events (excessive idle, diagnostic codes, safety system engagement).

### Automated Video Management (A.R.M.O.R.-AutoPilot)

- Eliminate manually pulling hard drives by downloading video automatically. Save time searching video by downloading only events of importance to you. (Panic button, speed, idle, geo-fence, warning lights, etc.)
- Automatically download custom notification requests and alerts per vehicle to provide an overview of vehicle activity.
- See only the information that matters to you when and how you want to see it.

### Automated Stop-Arm Violation Notification and Reporting (A.R.M.O.R.-StopArm)

- Qualify potential violations and prioritize them in an easy-to-read list for viewing, saving you time and increasing the chances a violation is ticketable.
- Easily read and sort license plate information of violators.
- Review violation video in real time or same day to respond quickly to violations.

### Automated Fleet Management Dashboard (A.R.M.O.R.-Insight)

- Fleet-wide overview dashboard designed specifically to empower you to make changes that will increase operational efficiencies in your fleet.
- Streamline fleet operations and improve safety by monitoring visual reports, events, reporting and analysis.
- A robust advanced search locates specific inputs and events for your fleet.
- Prolong fleet life and improve fleet connectivity by using reports and data collected.

### Automated Route Monitoring (A.R.M.O.R.-Route)

- Easily manage and create new routes using the trip wizard.
- A cellular connection allows you to notify passengers a vehicle is running late to a stop.
- Historical data provides insight to optimize and modify routes for better performance.
- Keep fleets moving efficiently by managing passenger loading and unloading times per stop.

## Driver (A.R.M.O.R.–Driver)

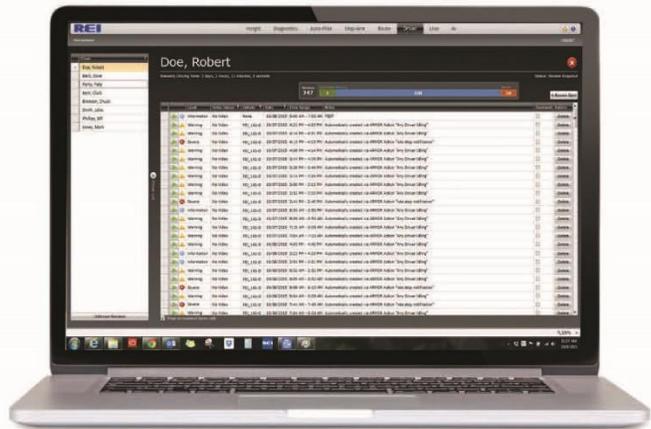
- Improve and coach driver behaviors in real time utilizing the driver review report.
- See driver review notifications by individual in a user-friendly format.
- View historical data and review notifications video to identify trends and areas for improvement.

## Real-time Vehicle Viewing (A.R.M.O.R.-Live)

- A 4G cellular connection keeps you informed. Instantly see video in and around a vehicle. See the video in real time to respond to a crisis as the event is occurring.
- Have the ability to monitor multiple vehicles and their cameras simultaneously in real time to respond to your fleet's needs.

## A.R.M.O.R.-Administration (Included with the above feature packs)

- Streamline user permissions and configure settings for easy reporting and notification alerts.
- In an easy-to-view sortable format, display vehicles, vehicle groups, stop-arm, DVRs and users.
- Provide system control and configuration.
- Manage and configure system users.
- Set up notification actions and alerts and create email summaries of administrative activities based on the notifications.



# 5 Warranty and Service Agreement

## REI LIMITED WARRANTY

### What Does This Warranty Cover?

This warranty only covers failures due to defects in materials or workmanship which occur during normal use.

### What Does This Warranty Not Cover?

This warranty does not cover damage which occurs in shipment or failures which are caused by products not supplied by REI or failures which result from accident, misuse, abuse, neglect, mishandling, misapplication, faulty installation, set-up adjustment, improper maintenance, alteration, improper antenna, inadequate signal pick-up, maladjustment of consumer controls, modification, line power surge, or damage that is attributable to acts of God, or service by anyone other than a REI Factory Service Center. This warranty does not include service or labor charges connected with the determination or replacement of defective parts or the operation of this equipment. REI is not responsible for any labor charges incurred by any person or company other than REI authorized repair centers.

### LIMITS AND EXCLUSIONS

There are no express warranties except as listed above.

REI SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS PRODUCT, OR ARISING OUT OF ANY BREACH OF THIS WARRANTY, INCLUDING WITHOUT LIMITATION, DAMAGES TO TAPES OR DISCS. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, ARE LIMITED TO THE APPLICABLE WARRANTY PERIOD SET FORTH BELOW. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above exclusions or limitations may not apply to you.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

### What is the Period of Coverage?

REI will repair this product, free of charge, from the date of original purchase in the event of a defect in materials or workmanship as follows:

**For ninety (90) days** - microphones, speakers, antennas, housings, rechargeable batteries, remanufactured product and all non-warranty repairs (replaced parts and labor only).

**For one (1) year** - all other manufactured products.

**For two (2) years** - select manufactured motorcoach products.

**For three (3) years** - select BUS-WATCH® products purchased after April 1, 2009.

REI may have contractual agreements which provide REI motorcoach and BUS-WATCH® products with additional coverage.

Call 877-726-4617 for details.

Any product supplied by REI, but not manufactured by REI, will include the original manufacturers warranty only.

### What Will REI Do to Correct Problems?

Once the product is deemed by REI to be a warrantable defect, REI will, at its own discretion, repair or replace the product with new or reconditioned product. All warranty repairs and/or product replacements will include the remaining warranty from the original purchase date.

### How Do You Get Service?

For assistance in obtaining service for REI products call toll free 877-726-4617 (Continental United States and Canada only) or 402-339-2200 (outside Continental United States and Canada) between the hours of 7:00A.M. - 5:00P.M. CST Monday thru Friday (excluding Holidays).

Prior to calling REI, customers must have the part number, serial number, VIN number (if it's a motorcoach product) and detailed description of the problem ready to provide to the REI service representative. After providing the proper information to REI, customers will be issued a return authorization number. When the REI service representative provides the return authorization number, they will also give instructions for returning the item. Any discrepancies in following this procedure may cause shipments to be refused or warranty claims to be rejected.

**IMPORTANT!** REI does not accept product returns for repair or replacement without first issuing a return authorization number. All returns must be sent freight prepaid and insured by the customer. REI will not accept COD shipments.

**IMPORTANT!** REI does not accept responsibility for lost shipments. It is the customer's responsibility to provide REI with the part number, serial number, return authorization number and shipper tracking number in the event REI does not have record of receiving product for repair or replacement.

Once warranty service has been performed on your product, REI will ship the item freight prepaid to any business address in the Continental United States or Canada. Customers located outside the Continental United States and Canada are responsible for all freight charges. Any duties or fees, if any, are the customer's responsibility.

Any repair deemed non-warranty by REI will be subject to all freight charges, and in some cases inspection fees, to be paid by the customer. These fees may exist regardless of whether the product is repaired. If a customer requires help in trouble shooting a problem, contact REI and request technical assistance before requesting a return authorization number.

### What Must You Do To Keep This Warranty in Effect?

KEEP YOUR ORIGINAL PROOF OF PURCHASE AS IT MAY BE REQUIRED IN ORDER TO RECEIVE WARRANTY SERVICE.

Make sure the serial number is not removed, altered or defaced.

Do not attempt to have your product repaired by anyone other than a REI Factory Service Center.

Also, see "What Does This Warranty Not Cover".

### REI AUTHORIZED REPAIR FACILITIES:

REI 6534 L Street Omaha, Nebraska 68117 Phone: 877-726-4617	REI 1376 Bennett Drive, Unit 126 Longwood, Florida 32750
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### What if your Product is a Non-Warranty Repair?

All Products sent to REI for repair which are determined, at REI's discretion, to be non-warrantable repair may incur inspection fees regardless of actual repair being performed or will incur repair fees if the product is repaired. All non-warranty repairs include a 90 day warranty for any components that are replaced, if any, and labor performed. Inspection fees apply regardless of whether a product is determined to be non-warrantable prior to shipping to REI. All freight charges, duties or fees associated with non-warranty repair are the customer's responsibility.

## 5.1 Detailed Support Plan

REI will provide a two (2) year warranty on all parts and labor installation. If equipment is found defective during the warranty period, it shall be replaced with new or repaired equipment. The two (2) year equipment warranty period shall begin again/restart with the installation date of any new equipment throughout the Term of Contract. This includes the improper installation or workmanship of installed equipment.

REI offices are open from 8 am till 5 pm Central Standard Time Monday through Friday. 24/7/365 Technical Assistance and our Customer Support website are always available at no charge. Technical Support can be reached at 877-726-4617.

The first step if an issue arises is to call Technical Support to troubleshoot the issue. If it can not be resolved an RA will be issued to send in the product in for repair. During the warranty period, REI will repair or replace any faulty parts/materials, with the cost included in the warranty price. Metrolinx will ship each faulty component to REI, who will return a new or repaired component within one (1) week of originally receiving it.

For IT questions regarding the automated download server REI is providing our Pro Tec Teir III support plan. This includes 120 hours of phone support with our IT engineering team to troubleshoot any server issues that would arise outside of the surveillance equipment in the individual buses.

Additional warranties may be purchased, as listed Attachment 1. Additional warranties may be purchased at the sole discretion of the Purchasers up to final system acceptance.

Additional IT support plans are also available along with complete managed services.

## 5.2 Detailed Maintenance Plan

REI's hardware has less than a 1% fail rate. However, issues can occasionally arise. We have partnered with MTC on this project and have budgeted maintenance into the price per system if it is required. Please see the attachment "MTC Metro Linx Proposal.pdf" for more information. The ARMOR system includes a Diagnostics module that will let Metrolinx know the health of each of their systems everyday so maintenance will be very proactive.

## 5.3 Detailed Life Cycle Plan

Please refer to section 2.3.3 for detailed explanation on Product Life Cycle and expected lifespan of the products being proposed. All REI surveillance products are covered by a two year warranty. Additional warranty coverage that would cover up to a 5 year period.

The equipment will be checked not only with the above Maintenance Plan, but with our ARMOR diagnostics module Metrolinx will also know right away if there is an equipment failure and can be much more proactive in making sure surveillance is always up and running.

Once the warranty period is expired REI will work with Metrolinx to start to slowly build up replacement inventory.

The first component that usually need to be replaced is the hard drive. This usually needs to be replaced at least once during the lifecycle of the DVR do to have moving parts. It is easily changeable and even hot swappable between the DVRs. At year three and four unless additional warranty coverage is purchased, REI will work with Metrolinx to start purchasing and swapping out hard drives on a small portion of vehicles (roughly 30%). The new hard drive can go either into these buses or be on hand when a few start to go bad. At year five most of the

fleet will have been swapped out or have back ups available (80%). At years six and seven, 100% of the fleet will have either had a new hard drive put in place or at least have one on hand for replacement.

The camera and DVRs will start to be swapped or backups available at the 5 year mark. REI will work with Metrolinx to start to purchase backups for 30% of the fleet through years five and six. Between years seven, eight, and nine 80% of the fleet will have backups that have been purchased for replacements and at year 10 100% of the fleet will have had backups purchased for replacement to be swapped if/when the equipment starts to fail due to age.

REI will work with Metrolinx to make sure that as the equipment is being replaced, Metrolinx is always getting the newest technology that is available so they will stay ahead of the curve with their equipment. All REI surveillance products are backward compatible with each other so no new wiring will need to be installed as the equipment is swapped out. Cabling will be available for purchase if needed for moving the equipment around bus to bus if Metrolinx does not want to remove the wiring.

Here is a table of the replacement schedule:

Product Replacement Schedule	3 years	5 years	7 years	10 years
MDVRs	x	Aggressive	Standard	Conservative
Cameras	x	Aggressive	Standard	Conservative
Hard Drives	Aggressive	Standard	Conservative	x

## 6 Training Agreement

### 6.1 Detailed Training Plan

REI shall train designated personnel according to the requirements specified within the RFP. This will include but not be limited to the following:

- Train the Trainer - one (1) eight (8) hour day of training for four (4) users
- End User Training – one (1) eight (8) hour day of training for four (4) users
- Maintenance Technicians – two (2) eight (8) hour days of training for eight (8) users
- System Administrators – one (1) eight (8) hour days of training for ten (10) users

Hands on training will be coordinated through REI and Metrolinx, and will be held at their location and will be conducted at a mutually agreeable time soon after camera installations. REI shall provide experienced and qualified instructors to conduct all training sessions and will be responsible for ensuring that the instructors teaching these courses are not only familiar with technical information but are able to utilize proper methods of instruction, training aids, audiovisuals and other materials to provide for effective training. Practical training on equipment shall occupy a significant portion of all training classes. The training presentations and material shall be in English. REI will submit the training curricula, presentations, and materials for review and approval by Metrolinx and no training shall commence until these items have been approved. The training programs shall incorporate “Train the Trainer” instruction to enable to internally address future system training needs. REI will provide student guides that include full topic descriptions, illustrations as needed to enhance content presentation, and common problems with comprehensive solutions given. Student guides shall mirror the instructor guides. Instructional materials consisting of applicable equipment operation and maintenance manuals, and supplemental notebooks consisting of additional drawings, procedures, and descriptive information shall be provided. All of the training materials are to become the property of Metrolinx at the conclusion of training.

Maintenance Technician training for all equipment provided as part of this project shall include hands-on experience in the following activities:

- Preventative maintenance techniques
- Remove and replace techniques for all major components on the transit vehicle
- Equipment testing and diagnostic equipment/tools/software
- Understanding “Health Check” reports and email status
- Reporting maintenance issues to the Proponent and warranty and maintenance support personnel

System Administrators training for all software provided as part of this project shall include hands-on experience in the following activities:

- How to setup and modify DVR configuration parameters using software
- How to download DVR configuration parameters to one or more transit vehicles
- How to setup and modify the video parameters including “Health Check” and “Requested Video”
- Integration of application software passwords and privileges

REI will undertake a phased approach to this integration to minimize downtime to existing resources, prevent any negative impacts on the existing operating systems, and provide for a smooth and secure transition, as well as ensuring that all points of interface have been investigated well, and all technical risks addressed. REI will ensure

that appropriate staff have been trained on the operation of the systems, as well as briefed on how the systems shall change their job.

## 7 Appendix “B1” – Detailed Specifications

Proponent shall state whether the general requirement is met in full (Y-Yes), does not meet (N-No), partial (P-Partial with limitation or exception provide in comments

ITEM #	REQUIREMENTS	Y/N/P	COMMENTS
<b>1.0 Central System</b>			
1.1	The GUI includes a playback function that accesses the system database and replays stored data as if it were real-time. Controls shall be provided to speed up, reverse, pause and resume playback.	Y	
1.2	CCTV system shall be easy to use (edit/delete) and have the ability to easily upload/download programmed data from/to transit vehicles without interruption.	Y	
1.3	Pan/Zoom feature on the software.	Y	
1.4	The equipment supplied shall be high quality, industrial grade equipment designed, manufactured and installed for transit service.	Y	
1.5	Video cameras shall be installed to achieve optimal coverage of the complete transit vehicle. Video coverage shall focus on ensuring passenger and driver safety. At a minimum, the cameras shall provide clear un-obstructed coverage of areas summarized in Section 4.0 – Summary of Equipment	Y	
1.6	The digital video camera systems shall receive and record video and audio from the transit vehicles onboard digital surveillance cameras; and images and sound shall be recorded on removable hard drives.	Y	

ITEM #	REQUIREMENTS	Y/N/P	COMMENTS
1.7	The digital video camera system shall be a high performance video monitoring system designed specifically for installation in and on transit buses. Features of the system shall include digital and audio recording, rugged camera enclosures, versatile and secured equipment enclosures, and the latest video technologies for capturing and retaining high quality images.	Y	
1.8	The system shall be activated through the transit bus master switch. When the bus is started, the digital recorder acquires and stores data from cameras. Recording may stop following a configurable pre-programmed period or when the bus master switch is off.	Y	
1.9	Users receive a daily summary of video footage that has been flagged, downloaded, and available for review; summary should automatically emailed to users who have subscribed to receive summaries.	Y	
1.10	A log is generated tracking user activity, including any video download requests, any videos that were viewed, and the reasons that the video was reviewed / downloaded.	Y	
1.11	The equipment shall be durable, low maintenance and highly reliable under adverse conditions. After the system is installed, the digital video camera system shall require no human intervention except for periodic testing.	Y	
<b>2.0 Exterior Camera Requirements</b>			
2.1	The exterior camera shall be weatherproof and shall operate over a temperature range of -40°F to 140°F (-40° C to 60°C); having an ingress protection (IP) rating of IP66 or better.	Y	
2.2	The above noted weatherproofing and IP rating shall not be compromised in any way by the mounting of the camera to the bus exterior.	Y	

ITEM #	REQUIREMENTS	Y/N/P	COMMENTS
2.3	The camera shall have a minimum 720 TV lines resolution for a sharp image.	Y	
2.4	The camera shall be available in a model with IR illuminators and automatically switch to black and white at low illumination levels. The 18IR LED illuminators shall have a switchable high intensity setting to illuminate a larger area, up to 30 feet from the camera, and a medium intensity setting to illuminate up to 12 feet from the camera.	N	REI cameras provide the requested illumination spec using only 2 high powered IR illuminators on our AHD cameras for a superior black and white picture.
2.5	The camera shall have a minimum of 0.1 lux light sensitivity at F1.2 when the IR illuminators are off to produce a color image, and 0.0 lux with IR illumination on for a bright black and white image, to enable viewing of objects and people in complete darkness.	Y	
2.6	The camera shall be able to prevent internal reflections from the infrared LEDs from entering the image sensor. Reflections of the IR LEDs in the video image shall not be acceptable.	Y	
2.7	The camera shall be capable of adjusting to provide proper exposure at all light levels. The camera shall have an AGC circuit to provide proper video levels at low light levels.	Y	
2.8	The camera shall have backlight compensation control that can be turned ON or OFF in order to compensate the exposure of the camera for strongly backlit scenes.	Y	
2.9	The camera shall support at least the following lenses: 2.9 mm, 3.6 mm, 6mm, 16mm and 25mm to support a plurality of field of views from wide angle to telephoto. This is in order to select optimal camera placement and field of view.	Y	
2.10	The camera shall be designed such that all components are self-contained within a single, vandal-proof enclosure for maximum vandal resistance.	Y	

ITEM #	REQUIREMENTS	Y/N/P	COMMENTS
2.11	The camera shall have a vandal proof window, which shall be made of impact-resistant polycarbonate, having an anti-glare, scratch-resistant, hard coating, that is UV protected.	Y	
2.12	The camera shall have an adjustable lens bracket with 360-degree rotate, 15-degree pan and 30-degree tilt in order to produce a vertically erect image, whether the camera is mounted on a horizontal surface, a vertical surface or angled or curved surface.	Y	
2.13	The mounting screws shall be external to the volume housing the electronics of the camera to prevent moisture ingress.	Y	
2.14	The camera shall be flush mountable to the mounting surface, such that the electrical cable connecting the dome camera to the recorder remains concealed to prevent tampering with the camera or the video signal.	Y	
2.15	The camera shall have a microphone securely mounted inside the dome with a clear audio path to the outside of the camera. Sensitivity of the microphone shall be adjustable to maximize clarity of the audio received.	Y	
2.16	The camera assembly shall be equipped with a connector providing a local NTSC video output in order to facilitate the connection of a video monitor that can be used for aiming the camera, making any adjustments to the lens focus and troubleshooting.	y	
2.17	The camera shall operate over a range of input voltage from 10VDC to 17VDC using a built in regulated power supply.	Y	REI operates from 8 to 32 vdc
<b>3.0 Interior Camera Requirements</b>			
3.1	The camera shall have minimum of 720 TV lines resolution for a sharp image.	Y	

ITEM #	REQUIREMENTS	Y/N/P	COMMENTS
3.2	The camera shall have 0.1 lux light sensitivity at F1.2 when the IR illuminators are off to produce a color image, and 0.0 lux with IR illumination on, providing a quality black and white image, in darkness.	Y	
3.3	The camera shall include high efficiency IR illuminators, and automatically switch to black and white at low illumination levels. The IR LED illuminators shall have a switchable high intensity setting to illuminate a larger area, up to 30 feet from the camera, and a medium intensity setting to illuminate up to 12 feet from the camera.	Y	
3.4	The camera shall be able to prevent internal reflections from the infrared LEDs from entering the image sensor.	Y	
3.5	The camera shall provide proper exposure at all light levels. The camera shall have an AGC circuit to provide proper video levels at low light levels.	Y	
3.6	The camera shall provide a video signal with an output level of 1 Volt Peak to peak, and with a signal to noise ratio greater than 50 dB. The camera shall have an AGC circuit to provide proper video levels at low light levels.	Y	
3.7	The camera shall have backlight compensation control that can be turned ON or OFF in order to compensate the exposure of the camera for strongly backlit scenes.	Y	
3.8	The camera shall support at least the following lenses: 2.9 mm, 3.6 mm, 6mm, 8 mm, 12 mm and 16 mm lenses, to support a plurality of field of views from wide angle to telephoto.	Y	
3.9	The camera shall be designed such that all components are self-contained within a single, vandal-proof enclosure for maximum vandal resistance.	Y	
3.10	The camera shall have a vandal proof dome, which shall be made of impact-resistant polycarbonate, having an anti-glare, scratch-resistant, hard coating, which is UV protected.	Y	

ITEM #	REQUIREMENTS	Y/N/P	COMMENTS
3.11	The camera shall have an adjustable lens bracket with 360 degree pan and 90 degree tilt in order to produce a vertically erect image, whether the dome is mounted on a horizontal, vertical, angled or curved surface.	Y	
3.12	The camera shall use a secured locking screw to prevent tampering with the camera by unauthorized persons.	Y	
3.13	The camera shall be flush mountable to the mounting surface, such that the electrical cable connecting the dome camera to the recorder remains concealed to prevent tampering with the camera or the video signal.	Y	
3.14	The camera shall have a microphone securely mounted inside the dome with a clear audio path to the outside of the camera. Sensitivity of the microphone shall be adjustable to maximize clarity of the audio received.	Y	
3.15	Microphones in cameras should be configurable to enable or disable the recording of audio however audio should be available during real-time access in emergency situation.	Y	
3.16	The camera assembly shall be equipped with connector providing a local NTSC video output in order to facilitate the connection of a video monitor that can be used for aiming the camera, making any adjustments to the lens focus and troubleshooting.	Y	
3.17	The camera shall have an audio frequency response of 300 Hz - 5 KHz +/- 3dB (filtered to improve voice quality).	Y	
3.18	The camera shall operate over a range of input voltage from 11VDC to 17VDC using a built in regulated power supply.	Y	REI operates from 8 to 32 vdc
3.19	The camera shall operate over a temperature range of -4° F to 140° F (-20° C to 60° C) and have an ingress protection (IP) rating of IP54 or better.	Y	

## 4.0 Digital Video Recording (DVR) Requirements

ITEM #	REQUIREMENTS	Y/N/P	COMMENTS
4.1	The DVR shall record twelve (12) or more independent channels of video simultaneously; “switching” systems shall not be acceptable.	Y	
4.2	The DVR shall support data storage on dual 2.5” mobile ruggedized hard drives.	Y	There is an additional serial port on the rear of the DVR where a second external 2.5” hard drive can be connected.
4.3	The DVR shall have hot-swappable, removable, dual drive, locking carrier.	Y	DVR being proposed includes one removable, hot swappable, locking hard drive and one removable, hot swappable, locking SD card per unit. DVR includes additional serial port on the rear of the DVR where a second external 2.5” hard drive can be connected.
4.4	The DVR shall support “fail-safe” mode recording and switch from one to the other hard drive in case one hard drive fails.	Y	Will switch to SD Card
4.5	The DVR hard drive shall allow for local connection to a PC or laptop via a USB cable.	Y	
4.6	The DVR shall offer a “One Touch Download” feature to download recordings with a single key press.	Y	
4.7	The DVR shall be able to transfer recorded video and audio to a removable USB Flash drive.	Y	
4.8	The DVR shall be capable of both vertical and horizontal mounting, including under-mount.	Y	
4.9	The DVR shall have a wiring consolidator for ease of installation.	N	REI does not require a wiring consolidator

ITEM #	REQUIREMENTS	Y/N/P	COMMENTS
4.10	<p>The DVR shall have automatic repeat-record when hard drive is full (user selectable on/off).</p> <p>DVR record Delay Off: 0 - 60 min (user-selectable);</p> <p>DVR record Delay On: 0 - 60 min (user-selectable);</p> <p>DVR Power Delay Off: 0 - 240 min (user-selectable).</p>	Y	
4.11	<p>The DVR shall support:</p> <ul style="list-style-type: none"> <li>• Compression: H.264;</li> <li>• Recorded Resolution: 1280 x 720 (720P HD), 720 x 480 (D1) plus second 360 X 240 CIF low res stream;</li> <li>• Recorded Quality Settings: 4 levels, adjustable for each channel, Q1, Q2, Q3 and Q4;</li> <li>• Recording Rate: DVR shall be capable of recording 1 independent channels of video at 1280 x 720 (720P HD), and 12 independent channels of video at resolution of 720 x 480 (D1) Resolution @ 30FPS per channel and 12 independent channels of video at a resolution of 360 x 240 (CIF) Resolution at 30 FPS per channel;</li> <li>• Aggregate Recording Rate: 360 FPS - 30 FPS/camera @ 720 x 480 (D1) Resolution + second stream;</li> <li>• HD cartridge Single, removable, hot-swappable cartridge containing two hard drive;</li> <li>• Hard disk capacity: minimum of 4 TB.</li> </ul>	N	<p>According to Appendix B, recording rate is for total of 12 independent channels not 13. Serial port on back of DVR allows option to add secondary hard drive up to 12 TB. Also includes a SD card to record a mirror and fail safe recording. Hard Drive does not however contain both drive in a single housing.</p>
4.12	<p>The DVR shall have alarm settings and be programmable by recording resolution, frame rate, and quality per video channel.</p>	Y	
4.13	<p>The DVR shall have configurable protected memory for alarms.</p>	Y	
4.14	<p>The DVR shall have programmable timer record settings with selectable frame rates and image quality.</p>	Y	
4.15	<p>The DVR shall record vehicle voltage.</p>	Y	
4.16	<p>The DVR shall record vehicle position, direction, and speed with an optional GPS receiver.</p>	Y	

ITEM #	REQUIREMENTS	Y/N/P	COMMENTS
4.17	Vehicle speed recording using optional speed harness; external speed conditioner NOT required.	Y	
4.18	The DVR shall record a minimum of five (5) functions (signals) including brake lights, stop lights, warning lights, turn signal, stop arm, wheelchair lift, etc... (user programmable).	Y	REI allows up to 8 inputs
4.19	Ability to integrate to other systems on the transit vehicle such as: <ul style="list-style-type: none"> <li>• Ability to integrate with Network Router /Gateway for Cellular LTE;</li> <li>• Communication Emergency Button.</li> </ul>	Y	
<b>5.0 Video and Data Search and Display Specifications</b>			
5.1	Central system hardware shall be turnkey solution with redundancy in proposed system with power supply.	Y	
5.2	User interface: OSD with remote control, pointing device, web browser, software suite.	Y	
5.3	Display modes: 12+1 cameras + data, Playback rate: 1x to 32x, Search function: By time and date or event, alarms, signals.	Y	Yes, Revised Appendix "B1" item 5.3 " Display 12 cameras + data" See revised Proposal Document in this Addendum 2.
5.4	The DVR shall have alarm settings programmable by recording resolution, frame rate, and quality per video channel. The TA has the ability to save the desired alarm settings.	Y	
5.5	The DVR shall have configurable protected memory for alarms. The TA has the ability to save the desired alarm settings.	Y	
5.6	The DVR shall have programmable timer record settings with selectable frame rates and image quality.	Y	
5.7	Multi-level user-access control and password protection shall be available.	Y	

ITEM #	REQUIREMENTS	Y/N/P	COMMENTS
5.8	The system clock shall operate independently of the transit vehicle's main power supply with a minimum five (5) year operational lifetime before a battery charge is required. Clock drift shall be no greater than one (1) minute per six (6) months.	Y	
5.9	The DVR shall have a built-in real time clock with automatic Daylight Savings Time adjustment (selectable on/off). Automatic Daylight Savings start/end dates and times setting shall be configurable.	Y	
5.10	All external signal, speed, GPS, and CAN inputs shall be connected through a wiring consolidator module, which can be installed in a separate location from the DVR.	N	A wiring consolidator is not necessary
5.11	The DVR shall support an optional GPS receiver for recording and displaying vehicle position, direction, and speed.	Y	
5.12	The DVR shall support geo-fencing using GPS receiver. The geo-fencing shall have a configurable alarm and the geo-fencing parameters shall be configurable.	Y	
5.13	The DVR shall have Power Backup Module option to connect to battery independent from the vehicle main power.	Y	
<b>6.0 Electrical Requirements</b>			
6.1	A protective filtering device shall be installed to protect the video system and its storage from electrical fluctuation typically found in a transit vehicle including, but not limited to, over or under voltage, transient, power surge/dip during engine or other transit vehicle equipment start- up, alternator noises, etc.	Y	This device is designed into the DVR power system.
6.2	The digital equipment shall not interfere with the operation of the transit vehicle or with its onboard electronic equipment such as radio, fare box, Presto equipment, ITS equipment, etc.	Y	
6.3	Input voltage: 10 - 32 VDC (the DVR shall continue to operate even if the voltage drops down to 8V DC).	Y	The REI system operates from 8 to 32 Vdc

ITEM #	REQUIREMENTS	Y/N/P	COMMENTS
6.4	Power up protection to prevent damage from voltage transients.	Y	
6.5	Memory Back-up battery saves DVR settings for at least 10 years without powering the unit.	Y	
<b>7.0 Software Requirements</b>			
7.1	The software shall be able to save recordings in a proprietary format or a standard WMF format, which can be played back on a standard PC running Windows XP, XP Pro, Vista, or Windows 7, or Windows 10.	Y	REI allows saving to proprietary format or AVI which can be played by any windows PC. You can also save as an EXE file to play any saved video as well as all metadata on one non manipulatable screen on any Windows PC.
7.2	The HD reader software shall be able to save recordings in a proprietary electronic data sheet (EDS) format as well as in a standard audio video interleaved (AVI) format, which can be played back on a standard PC running Windows.	Y	Video can be saved in a proprietary .bvw file with the option to convert to .avi or an .exe file.
7.3	The DVR shall have built in web server and be accessible via Microsoft Internet Explorer WEB browser and/or chrome (EI).	Y	
7.4	The DVR firmware shall be field upgradeable via the Web client software, WiFi or cellular network.	Y	
7.5	The vendor is required to provide a user-interface to view, search, and archive and manage video associated with the mobile video recording system.	Y	
7.6	Video review software shall support the following operating systems: Windows 7, or Windows 10 -(32 & 64-bit versions).	Y	

ITEM #	REQUIREMENTS	Y/N/P	COMMENTS
7.7	Minimum system requirements for operating the software shall be: dual core CPU or higher, 1024 x 768 monitor resolution, 32-bit color quality, sound card & speakers, USB2.0, 1GB RAM or higher, 10 GB of available hard disk space.	Y	
7.8	The video review software shall be scalable and capable of resizing the viewing area, or maximizing the window to full screen.	Y	
7.9	The video review shall enhance the privacy of drivers and passengers with its new blurring feature. Software users can easily blur the faces of all people in the video to ensure privacy and security. The feature is applied to the video as opposed to a single snap-shot.	Y	
7.10	The video review software shall support the automatic detection of media and display the total hard drive capacity upon being recognized.	Y	
7.11	The video review software shall allow for searching and opening of previously saved archive files in a proprietary format.	Y	
7.12	The video review software shall sort all available video segments by vehicle ignition cycles (i.e. DVR power-on/off).	Y	
7.13	<p>Video review software shall include a calendar function that allows for searching of video segments. This calendar function shall provide visual feedback of any days that contain video data. It shall:</p> <ul style="list-style-type: none"> <li>• highlight in a unique colour the currently selected day that contains data;</li> <li>• highlight in a unique colour any day that contains available data;</li> <li>• highlight in a unique colour any day that contains an alarm even; and.</li> </ul> <p>The video review software shall also provide the capability for time search (hours: minutes: seconds) within a selected day.</p>	Y	

ITEM #	REQUIREMENTS	Y/N/P	COMMENTS
7.14	<p>The video review software shall allow user-friendly searching of all data residing on the hard disk. Search parameters should include:</p> <ul style="list-style-type: none"> <li>• Designated agency vehicle identifier (ie. vehicle number)</li> <li>• Alarm events;</li> <li>• DVR log events;</li> <li>• Time &amp; date;</li> <li>• Telemetry.</li> </ul> <p>Proponents are to describe search capabilities.</p>	Y	
7.15	<p>The video review software shall allow for flexible channel display options.</p>	Y	
7.16	<p>The video review software shall allow for the ability to create an unlimited number of customizable display modes within the viewing pane. The software shall provide the means to save an unlimited number of customized displays that can be accessed based on user-preference.</p>	N	<p>Viewing software lets you add or delete any camera on the viewing screen as well as changing the size of the panels and how they are layed out. User can move panes around or make full screen as they fit. Because there are so many options on these layouts and the number of cameras is not the same on every type of vehicle a customizable layout can not be saved. This is a benefit as the number of active cameras per bus will always populate without any extra or unneeded screens when video is played back.</p>
7.17	<p>The video review software shall allow for the review of audio from any single channel independent of video being displayed.</p>	Y	

ITEM #	REQUIREMENTS	Y/N/P	COMMENTS
7.18	The video review software shall utilize a segment graph displaying all video segments available on the hard drive. Display options shall be such that the user can toggle between daily or hourly display of available video segments.	Y	
7.19	The video review software shall utilize user-friendly intuitive controls for initiating: <ul style="list-style-type: none"> <li>• Video playback;</li> <li>• Pause;</li> <li>• Fast-forward;</li> <li>• Rewind;</li> <li>• Frame-advance;</li> <li>• Next video segment;</li> <li>• Playback loop.</li> </ul>	Y	
7.20	The video review software shall provide the user with the means of zooming the video to increase the size of a specific minimum of four (4) times.	Y	
7.21	The video review software shall provide the user with the means for starting the playback of the video from a desired point on the GPS track of the vehicle shown on the map.	Y	
7.22	The video review software shall provide the user with a means for adjusting audio volume or turning audio off/on from within the software.	Y	
7.23	The video review software shall allow for complete flexibility, allowing the user to configure how the video is displayed. It shall: <ul style="list-style-type: none"> <li>• select which channel to display in any given window;</li> <li>• select telemetry display in any given window.</li> </ul>	Y	

ITEM #	REQUIREMENTS	Y/N/P	COMMENTS
7.24	<p>Telemetry options to be displayed within any given window shall include:</p> <ul style="list-style-type: none"> <li>• GPS map display indicating vehicle position (if optional GPS module is installed);</li> <li>• Vehicle speed;</li> <li>• DVR signal inputs (turn signals, brakes, stop arm etc.;</li> <li>• Idling);</li> <li>• G-Sensor.</li> </ul>	Y	
7.25	<p>Provided mapping functionality shall access map data from the internet and shall be free-of charge. No third party mapping programs that require installation of mapping software shall be accepted.</p>	Y	
7.26	<p>The video review software shall allow for the visual display of:</p> <ul style="list-style-type: none"> <li>• Current time and date of video being reviewed;</li> <li>• Start and end of time and date of the video segment;</li> <li>• Transit vehicle number;</li> <li>• Transit vehicle voltage.</li> </ul>	Y	
7.27	<p>The video review software shall allow for the specification of start and stop date and time for a desired video archive utilizing a very simple two-click method.</p>	Y	
7.28	<p>The video review software shall allow for the capability to customize and save archive settings based on user-preference to be used for all future archives.</p>	Y	
7.29	<p>The video review software shall provide the user with the option to save a video archive in one of the formats listed:</p> <ul style="list-style-type: none"> <li>• Proprietary video format;</li> <li>• Windows media video (WMV);</li> <li>• AVI;</li> <li>• Extension for an executable file format (EXE) (Self Playing Format);</li> <li>• Joint photographic experts group format (JPEG) (still image);</li> <li>• Bitmap file format (BMP) (still image).</li> </ul>	Y	

ITEM #	REQUIREMENTS	Y/N/P	COMMENTS
7.30	The video review software shall allow the user to select any one or combination of cameras to be archived in a non-proprietary format. When multiple cameras are selected, the software shall export a single non-proprietary file (AVI, WMV) that contains all selected cameras.	Y	
7.31	The video review software shall allow users to specify video quality and size for any archives that are performed in proprietary format. Storage of all video and audio shall full back to original recorded resolutions.	Y	
7.32	The video review software shall allow users to turn on/off text overlay as well as change the colored appearance of the text overlay for any archives that are performed in non-proprietary format. When multiple cameras are selected, the software shall export a single non-proprietary file (AVI, WMV) that contains all selected cameras.	N	Text is not overlaid on video segments it is saved in a separate box so as not to remove any video data.
7.33	The video review software shall feature the ability to specify privacy zones in order to mask user-selectable areas of the video for any archives that are performed in non-proprietary format.	Y	
7.34	The video review software shall allow users to select an unlimited quantity of shapes of any single or combination of cameras to be masked during the archive process. The end result shall be a non-proprietary video file (AVI or WMV) with specific user-selected areas of the video blurred or masked during video review.	Y	
7.35	The masking feature shall in no-way modify the original data associated with the video segment and shall only be available for files archived.	Y	
7.36	The video review software shall feature the option of enabling user accounts with separate user names and passwords to control who can access the software from a shared computer.	Y	

ITEM #	REQUIREMENTS	Y/N/P	COMMENTS
7.37	The video review software shall feature an integrated help file detailing all features and functionality available within the software. The help file shall be easy to navigate and incorporate screen captures for maximum ease of use.	Y	
<b>8.0 Inertia Sensor and Event Trigger Requirements</b>			
8.1	The DVR shall contain an onboard accelerometer for logging data related to driver behavior or collision.	Y	
8.2	Accelerometer data shall be retrieved via log file, or by playing back video synchronized with the accelerometer data to illustrate where vehicles have braked abruptly or taken hard corners.	Y	
8.3	The DVR shall contain an integrated impact sensor (accelerometer). Events shall be triggered by either of the following:  Activation of a covert/panic alarm button; standard with DVR wiring harness, or integrated Impact sensor activation.	Y	
8.4	Although the system shall record at all times, the event trigger shall cause the system to protect a customizable time segment before and after the event from automatic overwriting until a system administrator erases them.	Y	
8.5	During an event, the DVR shall be capable of user configurable changes to resolution and frame rate on one or all available channels, for a user specified period of time.	Y	
8.6	The impact sensor shall be designed so as to minimize false alarms.	Y	
<b>9.0 Remote Access Requirements</b>			
9.1	The DVR shall have multilevel user access control and shall be password protected.	Y	

ITEM #	REQUIREMENTS	Y/N/P	COMMENTS
9.2	The DVR shall have a temporary power button for operation and programming when transit vehicle is off.	Y	
9.3	The DVR shall have a programmable monitor output for 12-Up/Single Up view of the cameras installed in the vehicle.	Y	
9.4	The DVR shall have a front panel video output for easy setup and programming.	Y	
9.5	The recorded video and audio can be transferred to a PC by means of the hot-swappable hard drive, USB flash drive, web application or via Local Area Network (LAN) or WiFi or Cellular or equivalent.	Y	
9.6	The DVR shall be able to transfer recorded video and audio to a removable USB Flash drive or be used for real-time remote access.	Y	
<b>10.0 Mechanical and Environmental Requirements</b>			
10.1	The DVR shall have an 18-gauge steel enclosure with tamper-proof lock.	N	REI uses heavy duty , extruded aluminum for maximum cooling which allows our systems to run cool with no fan needed.
10.2	The lock box and DVR are integrated with removable locking door for easy access to the DVR.	Y	
10.3	The door shall have rounded edges for safety.	Y	
10.4	The DVR shall attach to a low-profile anti-vibration mounting plate for easy installation and removal.	N	The hard drives have anti-shock and vibration damping built into the disk cartridge and don't need any external damping.
10.5	The DVR shall be capable of vertical, sideways, horizontal mounting and under-mounting with the same mounting plate.	Y	

ITEM #	REQUIREMENTS	Y/N/P	COMMENTS
10.6	The DVR shall have a built-in fan (reversed to draw air into DVR); field-replaceable filter. DVR with fanless design that prevents dust and moisture intrusion by utilizing heat sinks to dissipate heat is also acceptable.	N	REI systems are designed to use free convection cooling and don't require a fan. REI removed the fan because it is one of the highest failure rate items in the system.
10.7	The DVR shall come standard with built-in internal heater.	Y	
10.8	The DVR shall have high and low temperature protection - the DVR shall power up but shall not start recording until a safe internal temperature is reached in order to protect temperature sensitive components such as hard drives.	Y	
10.9	The DVR shall have power-up protection to prevent damage from voltage transients.	Y	
10.10	The DVR shall have power-up protection to not start recording until a safe internal temperature is reached.	Y	
10.11	The DVR must pass shock and vibration testing in sufficient for operation in a transit mobile environment.	Y	
<b>11.0 Training and Testing</b>			
11.1	The proponent shall provide with its proposal a detailed on-site training plan.	Y	
11.2	The Proponent shall submit a test plan that outlines the criteria for test initiation, procedure for dealing with test failures and retests, and the test schedule.	Y	
<b>12.0 Warranty, Service and Repair or Replacement of Faulty Parts/Materials</b>			
12.1	OBVSS shall have two (2) year warranty on all parts and labour.	Y	REI's standard warranty is 2 years. Options to add an extended warranty are included.

ITEM #	REQUIREMENTS	Y/N/P	COMMENTS
12.2	Additional OBVSS warranties available (Complete system or individual components See Attachment 1).	Y	
12.3	Service Agreement; Preventative maintenance plan; remedial maintenance response time; and parts; Enhancements and upgrades; Engineering maintenance and support services.	Y	
12.4	Each proponent should provide the following in its proposal regarding service and support: <ul data-bbox="357 672 1006 882" style="list-style-type: none"><li>• A detailed support plan including server down situation.</li><li>• A detailed maintenance plan.</li><li>• A detailed expected system life cycle plan.</li></ul>	Y	

# METROLINX/REI PROPOSAL

## **MTC** MANUFACTURING & TECHNOLOGY CENTRE



*Your Total Service Solution*



DAN RANKIN

BUSINESS DEVELOPMENT MANAGER

9/12/2017

# MANUFACTURING & TECHNOLOGY CENTRE

# MTC

MANUFACTURING & TECHNOLOGY CENTRE



## YOUR TOTAL SERVICE SOLUTION

ADDRESSING YOUR NEEDS - EXCEEDING YOUR EXPECTATIONS

We would like to take this opportunity to introduce you to the Manufacturing Technology Center (MTC).

MTC is a Canadian based company located within Durham Region, with 30+ years in the electronics manufacturing, service and installation fields.

MTC has built its reputation on providing quality service while maintaining the highest standards.

MTC began in December 1999 as a primary independent service provider to a major manufacturer and quickly grew to encompass numerous clients with diverse projects and service requirements. This growth necessitated an expansion not only of our facility but also the necessary pillars to support new initiatives, services and product categories. The move to our current facility, which is 207,000 sq ft, on 25 acres, in 2012 allowed us the flexibility to house numerous projects including forward and reverse logistics, kitting programs, customized packaging, niche distribution and support, warranty service, refurbishment activities and installation.

Current staff size of 150 employees, between 2 locations, the main campus located in Whitby, Ontario and the secondary location in Elkhart Indiana, with a diverse range of expertise, including Electronics Engineers, Electronics Technicians, Logistics Specialists, Computer Technicians, 310K Automotive Technicians & Installers, Licensed Master Mechanics and Radio Technicians.

## WARRANTY AND BEYOND



MTC recognizes that brand image and reputation extend well beyond the initial installation of a project. As a result, many OEMs have entrusted MTC to manage their national warranty repair programs. Whether the support required involves an on-site dispatch, depot repair, rework, firmware updates or collection of expired hardware for recycling - MTC has the necessary skillset, experience and proven platforms to support all of the stages of a product's life cycle.

In 2013 MTC was approached by Harris Radio Systems Canada to partner as a logistics, warehousing and installation center for the upcoming Durham Region NextGen P25 Radio project. MTC joined forces with Harris Radio, the contract winner, and at the same time, bid on the Durham Regional Police Fleet service contract. As over 500 radio systems were to be deployed in DRPS vehicles, it was a cost effective and viable solution to house the vehicle up-fits, service, and radio transfers under one umbrella.

The Region of Durham NextGen project saw MTC, handle the logistics, warehousing, deployment of 3200 portable and mobile Harris radio systems, tower site equipment, base units, and in vehicle installations, Region wide.

## UPFITTER - INSTALLATION



**Up-fitting of equipment in emergency vehicles is a critical function** that demands attention to detail. MTC has dedicated itself to supporting the front line responders in our communities by providing a top notch installation/repair facility capable of supplying quality materials and superior workmanship to all projects. Dedicated factory trained staff are prepared to offer solutions to your vehicle needs regardless of whether this entails an entire fleet or a single custom build. Our support extends beyond our own facility and Road Service Crews are available to address your requirements on-site at a time convenient to your schedule. We pride ourselves on not just addressing your needs - but exceeding your expectations. Our service portfolio includes (but is not limited to) the following - Custom Up-fitting, Electronics Repair & Installation, Fleet and one off custom builds, 2 way Radio Installation & Transfer, GPS/AVL systems, Lighting, Sirens, Canine Packages, Barriers, Push Bumpers and other Custom Fabrication.

Integrating Harris's processes into our already existing infrastructure following ISO 9001-2008 & ISO 14001:2004 standards.

MTC is now the warranty and service provider for Durham Region Harris Radio systems with installation and repairs both in-house and on site.

Backed by a strong management team, focus on the customer's needs, and a sound foundation in the electronics and mechanical fields has allowed MTC to grow in the Public Safety Market and become the vehicle up-fitter and repair center of choice in Durham Region.

## MULTIPLE SOLUTIONS - ONE LOCATION



**MTC's diversified services portfolio** has enabled many customers to take advantage of "cradle to grave" project support or to augment and enhance existing platforms with specialized channel support. We have developed and integrated the necessary platforms to successfully support a product through its entire life cycle. Whether your project requires a specific area of expertise and support or a complete solution – MTC has the knowledge and experience to support your initiative.

**At present MTC supports the following Public Safety Divisions and Fleets within the GTA and beyond:**

**Go Transit/Metrolinx Transit Safety Fleet:** Vehicle Up-fit, Decommissioning, Electronic Repairs, Vehicle transfer log updating, Custom Designs, Harris Radio Systems, Panasonic Tough book repairs, Mobile repairs, Inventory control, Fleet reporting and tracking.  
Contracted repairs and up-fits to a fleet of 50 Transit Safety Patrol and Specialty Vehicles.

**Coach Canada:** Safeway Tours, Mega Bus, Coach Canada, On Site WiFi Hotspot, mobile router systems, entertainment & camera systems, complete electronic maintenance and repair. Currently updating all wiring and installations of electronic equipment and accessories on a fleet of 140 highway coaches.

**Durham Regional Police Services:** Vehicle Up-fit, Decommissioning, Electronic Repairs, Vehicle transfer log updating, Custom Designs, Harris Radio Systems, Panasonic Tough book repairs, Mobile repairs, Inventory control, Fleet reporting and tracking, certified Radar installations. Licensed mechanics on staff.  
Contracted repairs and up-fits to a fleet of 500 Street Patrol, CIB, Undercover, Stealth, Marine, Tactical vehicles.

**Durham Region Municipal Fire Departments:** Vehicle Up-fit, Decommissioning, Electronic Repairs, Custom Designs, Harris Radio Systems, Panasonic Toughbook, Sierra Wireless Modem Systems

**Port Hope Police & Fire Services:** Vehicle Up-fit, Decommissioning, Electronic Repairs, Custom Designs, Harris Radio Systems, Panasonic Toughbook, Sierra Wireless Modem Systems.

**West Grey Police Services:** Vehicle Up-fit, Decommissioning, Electronic Repairs, Custom Designs, Harris Radio Systems, Panasonic Toughbook, Sierra Wireless Modem Systems.

**CBSA Pearson International:** Vehicle Up-fit, Decommissioning, Electronic Repairs, Custom Designs

**Commercial Clients:** Vehicle Up-fit, Custom Designs and Installations

**Municipal Works Department Fleet Customers include:**

Town of Pickering

Town of Ajax

Town of Whitby

City of Oshawa

Clarington Township

Town of Uxbridge

Scugog Township

Brock Township

Supply custom fleet designs, installations and mobile repair services for various projects including Harris Radio System installation, maintenance and repair on a mobile basis.

## Recent/Current Projects

**Operasoft/City of Oshawa:** Public Utility AVL fleet tracking system installations

**TripSpark/ City of Burlington Transit:** Fleet Passenger counter systems onsite circuit board rework

**TripSpark/ City of Barrie Transit:** Fleet Passenger counter systems onsite circuit board rework

**Pickering Fire Services:** Diagnose and remedy frequent dropped GPS/4G wireless signals to vehicle MDT systems, via hard wired 4G/WAAN/GPS antenna coupled with Sierra RV50 Modem systems. Beta test, then full fleet retrofit.

**Ajax Fire Services:** Diagnose and remedy frequent dropped GPS/4G wireless signals to vehicle MDT systems, via hard wired 4G/WAAN/GPS antenna coupled with Sierra RV50 Modem systems. Beta test, then full fleet retrofit.

**Oshawa Fire Services:** Currently Beta testing 4G/WAAN/GPS solution with 2015 Chevrolet Suburban Platoon Chief Command Vehicle.

**Durham Region 911 Call Center:** Design and build, custom headset, computer, Supervisor integration system for new recording software system

**Halton Regional Police 911 Call Center:** Currently designed, manufactured and testing of customized headset, computer, Supervisor integration system to alleviate static and feedback over operator headsets.

**Harris Canada:** Radio system program flashing and encryption, 3200 vehicular mobiles, repeater units and portable radios.

# MTC CAMPUS

ISO CERTIFICATION: ISO 9001:2008 & ISO 14001:2004  
OES COLLECTION SITE - PUBLIC FACING GENERATOR  
WASTE DIVERSION RATE ~ 95.7%  
RBRC COLLECTION SITE



**MTC is strategically located** east of the Greater Toronto Area, with easy access to the 401 highway corridor. Our campus is comprised of 25 acres including our building footprint of 207K SQ FT. The facility includes a 15K SQ FT drive-in service bay capable of accomodating all sizes of vehicles, multiple warehouse distribution and storage platforms, highly specialized technical areas and is managed through a robust proprietary reporting system.

# Certificate of Registration

## Intertek

This is to certify that the environmental management system of

### Manufacturing & Technology Centre

Main Site: 220 Water Street, Whitby, Ontario, L1N 0G9, Canada

has been assessed and registered by Intertek as conforming to the requirements of

### ISO 14001:2004

The environmental management system is applicable to:

**The provision of repair and refurbishment of electronic and medical devices and household appliances.**



Certificate Number: **EMS-0216-03**  
Initial Certification Date: 30 October 2010  
Certificate Issue Date: 30 October 2018  
Certificate Expiry Date: 14 September 2020

Chris McDevitt, President  
Intertek Testing Services NA, Inc.  
300 Chestnut Street, Suite 200, Lowell, MA, USA



This certificate is issued to the client as evidence of conformity with the requirements of the standard and the only one valid with the agreement of Intertek. Any other certificate issued to the client is invalid. The standard and Intertek's requirements for issuance of this certificate, and its validity, may be confirmed at [www.intertek.com](http://www.intertek.com) or by contacting Intertek's local office.

Intertek is not responsible for the accuracy of the information provided in this certificate.



DT-5011001-2020-ANAB-EN-UT-28 Jan 15

Intertek Intertek Intertek Intertek Intertek



# Certificate of Registration

# Intertek

This is to certify that the quality management system of  
**Manufacturing & Technology Centre**  
Main Site: 220 Water Street, Whitby, Ontario L1N 0G9 Canada

has been assessed and registered by Intertek as conforming to the requirements of

## ISO 13485:2003

The quality management system is applicable to

*The repair of electronic medical devices.*



Certificate Number: 0052244-00  
Initial Certification Date: August 21, 2016  
Certificate Effective Date: August 21, 2016  
Certificate Expiry Date: February 28, 2019

Calin Moldovean, President  
Intertek Testing Services NA Ltd.,  
1829, 32nd avenue, Lachine, QC, H8T 3J1, Canada



In the issuance of this certificate, Intertek assumes no liability to any party other than to the Client, and then only in accordance with the agreed upon Certification Agreement. This certificate's validity is subject to the organization maintaining their system in accordance with Intertek's requirements for systems certification. Validity may be confirmed via email at [certificate.validation@intertek.com](mailto:certificate.validation@intertek.com) or by scanning the code to the right with a smartphone.

The certificate remains the property of Intertek, to whom it must be returned upon request.

CT-ISO13485:2003-SCC-EN-LT-L-15.may.15



Intertek Intertek Intertek Intertek Intertek

## MTC ELECTRONIC REPAIRS

Electronic repairs of any kind are charged on an hourly rate basis, per line item. Once a pattern has been established with new clients of common repairs a flat rate system may be implemented to allow the customers finance department and fleet managers a consistent metric to assess costs and budgets.

With an open door, no appointment required, swipe in system, Fleet Co-ordinators drive in, complete the paperwork on the repair required and the vehicle is logged in MTC's proprietary software system, once the repair is completed the work order can be uploaded to Fleet, showing, arrival, working and departure times, along with the repairs completed and costs to that vehicle.

MTC knows down time on a vehicle is costly and aims to minimize repair times by working with Fleets and housing their spare vehicles on site, thus allowing the co-ordinator to drop a vehicle for repair and taking a Department issued spare vehicle and putting it into service while the other vehicle is in for repairs.

## YOUR TOTAL SERVICE SOLUTION

ADDRESSING YOUR NEEDS - EXCEEDING YOUR EXPECTATIONS

LOGISTICS

ASSEMBLY

KITTING

DISTRIBUTION

SERVICE

INSTALLATION



### MTC WHITBY (HEAD OFFICE):

220 Water Street,  
Whitby, Ontario L1N 0G9  
Tel: 905.666.7669  
Fax: 905.666.2334  
sales@mtcservice.com  
www.mtcservice.com

### MTC INDIANA:

2505 Wayne Haven Street,  
New Haven, Indiana 46803  
Tel: 260.749.6591  
Fax: 260.749.6714  
sales@mtcservice.com  
www.mtcservice.com



# MTC MANUFACTURER PARTNERS

**FACTORY AUTHORIZED  
DISTRIBUTION.....WARRANTY.....REPAIR CENTRE**







Sony Computer Entertainment America LLC  
2207 Bridgepointe Pkwy.  
San Mateo, CA 94404  
650 655 8000

October 19, 2016

To Whom It May Concern

### Letter of Reference for Manufacturing & Technology Centre

Manufacturing & Technology Centre (MTC) has been a valued and trusted partner with PlayStation for more than 15 years. MTC started out, and remains, our exclusive service partner for Canada. After consistently exceeded expectations both in price and performance MTC expanded and now supports much of our U.S. service market as well.

MTC consistently meets or exceeds our repair KPI's and customer satisfaction surveys but where they really have excelled is with their response to our special project needs. When problems arise and or disaster strikes, and they do our "go to" vendor is always MTC for any product issues. We know from experience that Howard and Troy will always drop whatever they are doing to put maximum effort into whatever we need. We have tossed the most "almost" impossible problems right in the middle of the holidays and MTC has never failed us, not once. Knowing the team at MTC for as long as we have I know this is the way they treat all of the customers as its part of their core DNA at MTC.

The PlayStation business relationship is truly that, a relationship and partnership of mutual trust and respect. As trusted partners, we especially respect and embrace their business activities in other product categories that do not compete with ours. We recognize that a diverse portfolio of products and services at MTC makes the a healthier and more efficient organization and we have always benefited from that.

Whatever your needs may be, if MTC claims they can do it I have no hesitations in recommending them based upon our long and extensive experience. We are proud of our accomplishments at MTC and please feel to contact me directly for further details or comments as needed.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry S. Jessop".

Jerry S. Jessop

Senior Director: Technical Operations  
Sony Computer Entertainment America  
(650) 655-3607



= Data Entry Cells for PropONENTS

REQUEST NUMBER: RFP-2017-TPL 014

REQUEST SUBMITTED BY \* Radio Engineering Industries, Inc.  
(Full Legal Name of Company or Individual)

6534 L St Omaha, NE 68117 800-228-9275  
(Address) (Phone No.)

gchornak@radioeng.com  
(E-mail Address)

PROPONENT'S H.S.T NUMBER \*

TOTAL ESTIMATED CONTRACT PRICING:

- (a) The Prices quoted shall be all inclusive costs to perform the Work defined in the Technical Specifications attached as Appendix "B".
- (b) The Prices quoted below shall include all costs related to the Work including, but not limited to, any subcontractors, any and all disbursements and management of the Work.
- (c) The Price is hereby submitted on the full understanding that it is an irrevocable offer by the Proponent for a period of one-hundred and eighty (180) calendar days from the Closing Date and the Proponent hereby covenants that it will perform and execute the Work at the Price if it is notified, in writing, by Metrolinx within one-hundred and eighty (180) calendar days of the Closing Date that it is the successful Proponent.
- (e) The Proponent shall fully complete the following attachment and enter all the required price information in the spaces provided.
  - (i) If a "0" is entered in any of the spaces where price information is to be provided, it shall be interpreted as meaning the Proponent will provide the specified product and/or service under the Contract at no charge.
  - (ii) If any space is left blank or an entry of "N/C" or "N/A" or "-" is entered where price information should be entered then the Submission may be found non-responsive and disqualified.
- (f) Payment for services rendered in accordance with the terms and conditions of the Contract shall be based on the following:

PART A Equipment and Installation Services					
ITEM	DESCRIPTION	Unit of Measure	Estimated Quantity	Contract Unit Price	Extended Price
<b>Equipment</b>					
	OBVSS for Support Mini Vans, Cars, MV-1 (See section 4.0A)	set	1	\$4,950.00	\$4,950.00
	OBVSS for Small Buses/Below 30' Vehicle (See section 4.0 B)	set	1	\$6,980.00	\$6,980.00
	OBVSS for Conventional Transit Vehicle (See section 4.0 C)	set	1	\$7,390.00	\$7,390.00
	OBVSS for Articulated Transit Vehicle (See section 4.0 D)	set	1	\$9,850.00	\$9,850.00
<b>Total Products</b>					<b>\$29,170.00</b>
<b>Installation Services - Prices to only include hosting and related costs to complete installations.</b>					
BARRIE	OBVSS for Support Mini Vans, Cars, MV-1 - Installations	set	1		\$0.00
BARRIE	OBVSS for Small Buses/Below 30' Vehicles - Installations	set	1		\$0.00
BARRIE	OBVSS for Conventional Transit Vehicles - Installations	set	1		\$0.00
DURHAM	OBVSS for Support Mini Vans, Cars, MV-1 -Installations	set	1	\$560.00	\$560.00
DURHAM	OBVSS for Small Buses/Below 30' Vehicles - Installations	set	1	\$870.00	\$870.00
DURHAM	OBVSS for Conventional Transit Vehicles - Installations	set	1	\$1,090.00	\$1,090.00
KINGSTON	OBVSS for Support Mini Vans, Cars, MV-1 -Installations	set	1	\$560.00	\$560.00
KINGSTON	OBVSS for Conventional Transit Vehicles - Installations	set	1	\$1,090.00	\$1,090.00
NORTH BAY	OBVSS for Conventional Transit Vehicles - Installations	set	1	\$1,090.00	\$1,090.00
MILTON	OBVSS for Small Buses/Below 30' Vehicles - Installations	set	1	\$870.00	\$870.00
MILTON	OBVSS for Conventional Transit Vehicles - Installations	set	1	\$1,090.00	\$1,090.00
ORILLIA	OBVSS for Conventional Transit Vehicles - Installations	set	1	\$1,090.00	\$1,090.00
SARNIA	OBVSS for Small Buses/Below 30' Vehicles - Installations	set	1	\$870.00	\$870.00
SARNIA	OBVSS for Conventional Transit Vehicles - Installations	set	1	\$1,090.00	\$1,090.00
TEMISKAMING SHORES	OBVSS for Conventional Transit Vehicles - Installations	set	1	\$1,090.00	\$1,090.00
GENERIC	OBVSS for Articulated Transit Vehicles - Installations	set	1	\$1,280.00	\$1,280.00
<b>Total Services</b>					<b>\$12,640.00</b>
<b>SUBTOTAL PART A - Products and Services</b>					<b>\$41,810.00</b>

**ADDITIONAL WARRANTY:**

Additional warranties may be purchased at the sole discretion of the Purchasers up to final system acceptance. Additional Warranty are per 'unit of measure' by Year, i.e. Year 1, Year 2, Year 3, multiplied by the number of equipment purchased by municipality. The additional warranty requirements are for coverage beyond the base 2-year warranty included in Section 10.0 (e.g. including software patches).

PART B Additional Warranty					
ITEM	DESCRIPTION	Unit of Measure	Estimated Quantity	Contract Unit Price	Extended Price
	Additional one (1) year warranty DVR	1 year	1	\$72.00	\$72.00
	Additional two (2) year warranty DVR	2 year	1	\$107.00	\$107.00
	Additional three (3) year warranty DVR	3 year	1	\$143.00	\$143.00
	Additional one (1) year warranty Server and Storage Equipment	1 year	1	\$608.00	\$608.00
	Additional two (2) year warranty Server and Storage Equipment	2 year	1	\$1,073.00	\$1,073.00
	Additional three (3) year warranty Server and Storage Equipment	3 year	1	\$1,503.00	\$1,503.00
	Additional one (1) year warranty Interior Camera	1 year	1	\$7.00	\$7.00
	Additional two (2) year warranty Interior Camera	2 year	1	\$14.00	\$14.00
	Additional three (3) year warranty Interior Camera	3 year	1	\$21.00	\$21.00
	Additional one (1) year warranty Exterior Camera	1 year	1	\$7.00	\$7.00
	Additional two (2) year warranty Exterior Camera	2 year	1	\$14.00	\$14.00
	Additional three (3) year warranty Exterior Camera	3 year	1	\$21.00	\$21.00
<b>SUBTOTAL PART B - Additional Warranty</b>					<b>\$3,590.00</b>

OPTIONS:

Optional items exercisable at the sole discretion of the Purchasers.

PART C		Options			
ITEM	DESCRIPTION	Unit of Measure	Estimated Quantity	Contract Unit Price	Extended Price
	Train the trainer - one (1) eight (8) hour day of training for four (4) users on-site training at an individual Purchaser's facility	each	1	\$5,010.00	\$5,010.00
	End User Training - one (1) eight (8) hour day of training for four (4) users on-site training at an individual Purchaser's facility	each	1	\$5,010.00	\$5,010.00
	Maintenance Technicians - two (2) eight (8) hour days of training for eight (8) users on-site training at an individual Purchaser's facility	each	1	\$7,160.00	\$7,160.00
	System Administrators - one (1) eight (8) hour days of training for ten (10) users on-site training at an individual Purchaser's facility	each	1	\$5,010.00	\$5,010.00
BARRIE	Associated Training Travel Cost	each	1		\$0.00
DURHAM	Associated Training Travel Cost	each	1	\$2,860.00	\$2,860.00
KINGSTON	Associated Training Travel Cost	each	1	\$2,860.00	\$2,860.00
NORTH BAY	Associated Training Travel Cost	each	1	\$2,860.00	\$2,860.00
MILTON	Associated Training Travel Cost	each	1	\$2,860.00	\$2,860.00
ORILLIA	Associated Training Travel Cost	each	1	\$2,860.00	\$2,860.00
SARNIA	Associated Training Travel Cost	each	1	\$2,860.00	\$2,860.00
TEMISKAMING SHORES	Associated Training Travel Cost	each	1	\$2,860.00	\$2,860.00
	Credit to delete, or price to add, rear exterior camera with dash monitor	each	1	\$501.00	\$501.00
	Credit to delete, event button	each	1	\$79.00	\$79.00
	Credit to delete, rear exterior camera dash monitor	each	1	\$429.00	\$429.00
	Credit to delete, or price to add, exterior camera with installation	each	1	\$429.00	\$429.00
	Credit to delete, or price to add, interior camera with installation	each	1	\$429.00	\$429.00
	Cost to decommissioning camera systems on 12m conventional vehicles	each	1	\$1,002.00	\$1,002.00
	Cost to delete OBVSS wiring on conventional transit vehicles	each	1	\$1,145.00	\$1,145.00
	Cost to delete OBVSS wiring on articulated transit vehicles	each	1	\$1,288.00	\$1,288.00
	Cost for Wireless WiFi communication system (Single Connection)	each	1	\$11,250.00	\$11,250.00
	Cost for additional Wireless WiFi Connections	each	1	\$1,860.00	\$1,860.00
BARRIE	Installation Cost for Wireless WiFi communication system	each	1		\$0.00
DURHAM	Installation Cost for Wireless WiFi communication system	each	1	\$48,550.00	\$48,550.00
KINGSTON	Installation Cost for Wireless WiFi communication system	each	1	\$21,600.00	\$21,600.00
NORTH BAY	Installation Cost for Wireless WiFi communication system	each	1	\$8,190.00	\$8,190.00
MILTON	Installation Cost for Wireless WiFi communication system	each	1	\$8,190.00	\$8,190.00
ORILLIA	Installation Cost for Wireless WiFi communication system	each	1	\$7,040.00	\$7,040.00
SARNIA	Installation Cost for Wireless WiFi communication system	each	1	\$11,010.00	\$11,010.00
TEMISKAMING SHORES	Installation Cost for Wireless WiFi communication system	each	1	\$7,040.00	\$7,040.00
	Cost for Cellular network communication system	each	1	\$1,430.00	\$1,430.00
BARRIE	Installation Cost for Cellular network communication system	each	1	\$0.00	\$0.00
DURHAM	Installation Cost for Cellular network communication system	each	1	\$0.00	\$0.00
KINGSTON	Installation Cost for Cellular network communication system	each	1	\$0.00	\$0.00
NORTH BAY	Installation Cost for Cellular network communication system	each	1	\$0.00	\$0.00
MILTON	Installation Cost for Cellular network communication system	each	1	\$0.00	\$0.00
ORILLIA	Installation Cost for Cellular network communication system	each	1	\$0.00	\$0.00
SARNIA	Installation Cost for Cellular network communication system	each	1	\$0.00	\$0.00
TEMISKAMING SHORES	Installation Cost for Cellular network communication system	each	1	\$0.00	\$0.00
	Cost for Real-time remote access capabilities	each	1	\$0.00	\$0.00
	Server and Data Storage for Hosting the OBVSS	annual	1	\$0.00	\$0.00
BARRIE	Cost to provide and install Server and Storage Equipment to Support the OBVSS (See section 4.0) Provide detailed breakdown.	each	1		\$0.00
DURHAM	Cost to provide and install Server and Storage Equipment to Support the OBVSS (See section 4.0) Provide detailed breakdown.	each	1	\$115,790.00	\$115,790.00
KINGSTON	Cost to provide and install Server and Storage Equipment to Support the OBVSS (See section 4.0) Provide detailed breakdown.	each	1	\$49,480.00	\$49,480.00
NORTH BAY	Cost to provide and install Server and Storage Equipment to Support the OBVSS (See section 4.0) Provide detailed breakdown.	each	1	\$28,420.00	\$28,420.00
MILTON	Cost to provide and install Server and Storage Equipment to Support the OBVSS (See section 4.0) Provide detailed breakdown.	each	1	\$28,940.00	\$28,940.00
ORILLIA	Cost to provide and install Server and Storage Equipment to Support the OBVSS (See section 4.0) Provide detailed breakdown.	each	1	\$24,270.00	\$24,270.00
SARNIA	Cost to provide and install Server and Storage Equipment to Support the OBVSS (See section 4.0) Provide detailed breakdown.	each	1	\$31,350.00	\$31,350.00
TEMISKAMING SHORES	Cost to provide and install Server and Storage Equipment to Support the OBVSS (See section 4.0) Provide detailed breakdown.	each	1	\$18,010.00	\$18,010.00
<b>SUBTOTAL PART C - Options</b>					<b>\$460,932.00</b>

SPARES:

Optional items exercisable at the sole discretion of the Purchasers.

PART D		Spares Items			
ITEM	DESCRIPTION	Unit of Measure	Estimated Quantity	Contract Unit Price	Extended Price
	Digital Video Recorder (DVR)	each	1	\$2,147.00	\$2,147.00
	Removable Disk Drive (RDD) w/Minimum 1TB Capacity	each	1	\$716.00	\$716.00
	Server and Storage Equipment	set	1	\$10,017.00	\$10,017.00
	Rear Exterior Camera	each	1	\$322.00	\$322.00
	Exterior Camera	each	1	\$322.00	\$322.00
	Interior Camera	each	1	\$322.00	\$322.00
<b>SUBTOTAL PART D - Spare Items</b>					<b>\$13,846.00</b>
<b>TOTAL EVALUATED PRICE (Carried forward from subtotals of Part A, B, C, D)</b>					<b>\$529,178.00</b>
<b>13% Harmonized Sales Tax (H.S.T.) Amount</b>					<b>\$68,793.14</b>

**Subject:** Municipal Hazardous or Special  
Waste – Orange Drop Event

**Report No.:** PW-005-2018  
**Agenda Date:** February 20, 2018

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### **Attachments**

**Appendix 01:** Quotation – Drain-All Ltd

**Appendix 02:** Draft Amending By-law

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-005-2018;
2. That Council agrees to host an Orange Drop Event on Saturday June 2, 2018; and
3. That Council directs staff to prepare the necessary by-law to amend By-law No. 2016-018 to extend the agreement with Drain-All Ltd. allowing for the provisions of collection and disposal services for the Orange Drop Event on June 2, 2018 for consideration at the February 20, 2018 Regular Council meeting.

### **Background**

At the Regular Council Meeting on April 2<sup>nd</sup>, 2013, the City of Temiskaming Shores entered into an agreement with Stewardship Ontario to permit the City to host an Orange Drop Collection Event. By-law No. 2015-025 amended the initial by-law permitting the City to host other events. Stewardship Ontario's Orange Drop Program provides funding for such events and allows Ontario residents with a free, safe and easy way to dispose of those household products they use every day that require special handling when they are finished with them. The extended producer responsibility model covers the costs of collection and disposal once the consumer has finished using the product.

It is felt that it is important to provide such a service on a yearly basis to allow residents of Temiskaming Shores a way to properly dispose of these hazardous products. A yearly collection event will also ensure that these products do not end up being landfilled.

### **Analysis**

The Orange Drop Events which were held in previous years have been a huge success. There has been a consistent increase in participation and household hazardous material delivered. Much of this success can be contributed to the transportation provider, Drain-All Ltd., who hosted the events.

Drain-All Ltd. has provided Staff with a quotation based on providing the services for an Orange Drop Event in 2018. After review of the quotation, costs associated with mobilization and operations of the event have not changed from the previous year. **Appendix 01 – Drain-All Quotation** details the costs associated with hosting the Orange Drop Event scheduled for Saturday June 2<sup>nd</sup>, 2018.

Staff is, therefore, recommending that the City enter into an agreement with Drain-All Ltd. to provide the necessary services involved in hosting the Orange Drop Event on Saturday June 2<sup>nd</sup>, 2018 from 9am to 2pm. **Appendix 02** is amended draft agreement with Drain-All Ltd.

### **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

Funds have been allocated within the 2018 operating budget to host the 2018 Orange Drop Event.

### **Alternatives**

No alternatives were considered.

### **Submission**

Prepared by:

Reviewed and approved by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

\_\_\_\_\_  
Steve Burnett  
Technical & Environmental  
Compliance Coordinator

\_\_\_\_\_  
G. Douglas Walsh, CET  
Director of Public Works

\_\_\_\_\_  
Christopher W. Oslund  
City Manager



Napanee Operations - [www.drainall.com](http://www.drainall.com)  
 444 Advance Ave., Napanee, Ontario, K7R 3Z6  
 Tel: (613) 354-9393 / 1-800-265-3868 Fax: (613) 354-9076

June 12, 2017

The City of Temiskaming Shores  
 Steve Burnett, P. O. Box 2050, 325 Farr Dr., Haileybury, Ontario, P0J 1K0

Dear Steve:

We at Drain-All Ltd. (Napanee) are pleased to provide the following quotation for your MHSW events (ORANGE DROP COLLECTION EVENT) of the following waste material at the event day to be held on

**SATURDAY, June 2, 2018 WITH AN OPTIONS FOR JUNE 1, 2019.**

**THERE WILL BE NO PRICE INCREASE FOR EITHER OF THESE YEARS**

**Mobilization/ Operations                      2017/18 - \$ 5,200.00**

This will include: 2 tractor trailers, one supervisor/chemical technician, 2 chemical technicians; lab packing and loading full drums of waste, and the transportation to Ottawa.

The event time would be from 9:00 am till 2:00 pm, with Drain-All Ltd. employees arriving at the site to set up at 8:00 am. The above pricing also includes: Drain-All Ltd. MOBILE C. of A, check in sheets, all supplies, drums and manifests. All volunteers would receive tyvak suits, safety glasses and gloves from Drain-All.

<u>DESCRIPTION</u>	<u>PRICE 2018/18 (\$/lab pack)</u>	<u>ESTIMATED VOLUME</u>
<b>STEWARDSHIP ONTARIO AND/OR PRODUCT CARE</b>		<b>PHASE ONE MATERIAL</b>
<b>PAINT</b>	<b>125.00</b>	<b>100 LAB PACKS</b>
<b>BATTERIES</b>	<b>2.80/KG</b>	<b>800 KG</b>
<b>FLAMMABLES</b>	<b>65.00</b>	<b>40 LAB PACKS</b>
<b>AEROSOL</b>	<b>90.00</b>	<b>5 LAB PACKS</b>
<b>SMALL PROPANE</b>	<b>185.00</b>	<b>1 LAB PACK</b>
<b>PESTICIDES</b>	<b>140.00</b>	<b>5 LAB PACKS</b>
<b>FERTILIZERS</b>	<b>90.00</b>	<b>1 LAB PACK</b>
<b>ANTIFREEZE</b>	<b>65.00/BULK DRUMS</b>	<b>1 BULK DRUM</b>
<b>OIL FILTERS</b>	<b>90.00</b>	<b>1 LAB PACK</b>
<b>EMPTY OIL CONTAINERS</b>	<b>0.00/KG</b>	<b>9 BAGS/180 KG</b>
<b>LARGE PROPANE TANKS</b>	<b>0.00/KG</b>	<b>20 TANKS/130 KG</b>
<b>MUNICIPAL</b>		<b>PHASE THREE MATERIAL</b>
<b>PHARMACEUTICALS</b>	<b>90.00</b>	<b>1 LAB PACK</b>
<b>FIRE EXTINGUISHER</b>	<b>90.00</b>	<b>1 LAB PACK</b>
<b>SHARPS</b>	<b>8.00/KG</b>	<b>5 KG</b>
<b>LIGHT TUBES</b>	<b>0.30/FOOT</b>	<b>1,200 FEET</b>
<b>LIGHT BULBS</b>	<b>0.80/BULB</b>	<b>300 BULBS</b>
<b>ACIDS</b>	<b>90.00</b>	<b>1 LAB PACK</b>
<b>BASE</b>	<b>90.00</b>	<b>3 LAB PACKS</b>
<b>OXIDIZERS</b>	<b>90.00</b>	<b>1 LAB PACK</b>
<b>OIL DRUM</b>	<b>25.00</b>	<b>5 DRUMS</b>



**Drain-All**

**Napanee Operations - [www.drainall.com](http://www.drainall.com)  
444 Advance Ave., Napanee, Ontario, K7R 3Z6  
Tel: (613) 354-9393 / 1-800-265-3868 Fax: (613) 354-9076**

Drain-All utilizes 3.3 cubic meter cages to contain the paint. This allows for quick and uniform storage of the 4 liter and 20 liters of paint related material. The cages being loaded by a forklift allows a quicker loading time at the end of the event day.

All above Stewardship Ontario and Product Care materials will be collected to maximize payment from Stewardship Ontario and Product care.

The City of Temiskaming Shores would supply the following: staff (volunteers) to direct traffic, check in vehicles, unload the vehicles, and assist in bulking of oil. 5 –10 people are recommended for ease of operation. This is a cost saving measure for your municipality, as they should be at no cost to the municipality. These people could be environmental groups, service club members, volunteer firefighters, town counselors or any civic-minded persons or groups. The Town would also supply a non –hazardous bin (garbage) and a fork lift.

I look forward to working with you to meet your waste management needs. Should you require any further assistance, please contact me at our Napanee office at 613-354-9393

Sincerely

**Steve Tebworth  
HHW Coordinator  
Drain-All Ltd. (Napanee Office)**

**Subject:** Equipment Purchase – Sweeper Truck

**Report No.:** PW-006-2018  
**Agenda Date:** February 20, 2018

### **Attachments**

**Appendix 01:** RFP Results

**Appendix 02:** Draft Agreements

**Appendix 03:** Appendix 01 to Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-006-2018; and
2. That Council directs staff to prepare the necessary by-law and agreement for the purchase of a Sweeper Truck, as detailed in Request for Proposal PW-RFP-003-2018, from Cubex Ltd. at a cost of \$299,992.10 plus applicable taxes for consideration at the February 20, 2018, Regular Council meeting.

### **Background**

In conjunction with the Asset Management and Fleet Replacement Plans, staff deemed it necessary to replace our existing Sweeper Truck. Council considered and approved the replacement of this unit as part of the 2018 budget process.

Request for Proposal (RFP) PW-RFP-003-2018 was distributed to known suppliers and advertised in the City's Bulletin and on the web site.

### **Analysis**

Four (4) submissions were received in response to the Request for Proposals prior to the closing date of January 16th, 2018 at 2:00 p.m. The RFP was for the supply and delivery of one blower attachment new or gently used.

The proposals were reviewed and evaluated in accordance to the requirements of the RFP and the deliverables to be provided by the successful service provider.

<b>Vendor</b>	<b>Sub-total</b>	<b>HST <sup>1</sup></b>	<b>Total</b>
Cubex (Bid A)	\$299,992.10	\$5,279.86	\$305,271.96
Cubex (Bid B)	\$314,546.44	\$5,536.02	\$320,082.46
Joe Johnson (Bid A)	\$316,418.72	\$5,568.97	\$321,987.69
Joe Johnson (Bid B used equip)	\$282,000.00	\$4,963.20	\$ 286,963.20

1 – Non-Refundable HST.

City staff is recommending Cubex – Bid A, being the second lowest bid be accepted, as

the Bid B from Joe Johnson Equipment was based on a used 2016 model with 18,000 miles and 6,500 hours on the sweeper motor. The Cubex Bid represents a brand new 2018 model at \$299,992.10 with full warranty on all parts.

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

- By-Law No. 2017-015, Procurement Policy, Section 10.4 Request for Proposals
- 2018 Capital Budget (Fleet)

**Asset Management Plan Reference**

- Priority Replacement Activities, Fleet & Heavy Equipment – Section 6.5.1.9

**Financial / Staffing Implications**

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

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

Approved Capital Project Budget \$350,000.00

Total Proposed Cost to be approved by Resolution / By-law \$305,271.96

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and approved by:

Reviewed and submitted for Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

\_\_\_\_\_  
Mitch Lafreniere  
Manager of Physical  
Assets

\_\_\_\_\_  
G. Douglas Walsh, CET  
Director of Public Works

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

Document Title: **PW-RFP-003-2018 "Mechanical Sweeper Truck"**

Closing Date: **February 13, 2018**

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

Department: **Public Works**

Opening Time: 2:10 pm.

Submission Pricing

Bidder: CUBEX BID "A"

Price (less HST):	\$ 299,992.10
HST:	
Price (incl. HST):	\$ 338,991.07

Bidder: JOE JOHNSTON "A" - (2016)

Price (less HST):	
HST:	
Price (incl. HST):	\$ 282,000.00

Bidder: CUBEX BID "B"

Price (less HST):	\$ 314,546.44
HST:	
Price (incl. HST):	\$ 355,437.48

Bidder:

Price (less HST):	
HST:	
Price (incl. HST):	

Bidder: JOE JOHNSTON EQUIP.

Price (less HST):	\$ 316,418.72
HST:	
Price (incl. HST):	\$ 357,553.13

Bidder:

Price (less HST):	
HST:	
Price (incl. HST):	

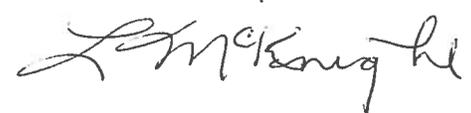
"A"

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

Attendees:

**Print Name**  
 Mitch Lafreniere  
 Don Walsh  
 Dave Treen  
 Linda McKnight

**Representing**  
 City of Temiskaming Shores  
 C of TS  
 C of T.S.  
 C of TS

**Signature**  
  


The Corporation of the City of Temiskaming Shores  
By-law No. 2018-000

Being a by-law to enter into a Purchase Agreement with  
Cubex Ltd for the purchase and delivery of a Sweeper  
Truck

**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-006-2018 at the February 20, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Cubex Ltd. for the purchase of a Sweeper Truck at an upset limit of \$299,992.10 plus applicable taxes for consideration at the February 20, 2018 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 the entering into a purchase agreement with Cubex Ltd. for the supply and delivery of a Sweeper Truck at an upset limit of \$299,992.10 plus applicable taxes, 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 20<sup>th</sup> day of February, 2018.

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Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2018-000**

Equipment Purchase Agreement between

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

and

**Cubex Ltd.**

For the supply and delivery of a Sweeper Truck

**This agreement** made in duplicate this 20<sup>th</sup> day of February, 2018.

Between:

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

and

**Cubex Ltd.**  
(hereinafter called "the Supplier")

Witnesseth:

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

**Article I:**

The Supplier will:

- a) Provide one (1) Sweeper Truck in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores  
Request for Proposal (PW-RFP-003-2018)  
Supply and Delivery of a Sweeper Truck**

- 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 Supplier in lawful money of Canada for the supply and delivery of one (1) Sweeper Truck in the amount of Two Hundred and Ninety-Nine Thousand, Nine Hundred and Ninety-Two Dollars and Ten cents (\$299,992.10) plus applicable taxes;
- 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 next working day of the recipient at the opening of business.

The Supplier:

**Cubex Inc.**  
189 Garden Ave.  
Brantford, Ontario  
N3S 0A7

Attn.: Noel Nagora

The Owner:

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

Attn.: Mitch Lafreniere

**Remainder of Page left Blank Intentionally**

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

Signed and Sealed in )  
the presence of )

Supplier's Seal )  
(if applicable) )

Municipal Seal )

**Cubex Ltd.**

\_\_\_\_\_  
Branch Manager – Noel Nagora

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2018-000**

Form of Agreement  
Sweeper Truck



**Scope of Work**

Supply and Deliver a new Mechanical Sweeper truck equivalent to or at minimum to the information listed below. Please provide a copy of the specifications of the unit that you are proposing. Feel free to provide pricing and specifications on multiple units if options are available to your company.

**1.0 Chassis shall be equal to or better than a 2018 Freightliner M2**

- Chassis shall be conventional design with 33,000 GVW rating. State chassis make, model: *SEE SPEC FOR DETAILS*
- BRAND NEW 2017 FREIGHTLINER M2 DUAL STEER*
- Wheelbase shall be not more than 140 inches, specify 139"
- Cab to axle to accommodate vertical exhaust with after treatment ✓
- Chassis shall include front tow hooks ✓
- One (1) 50-gallon fuel tank shall be shared by the chassis engine and auxiliary engine. Fuel tank ✓ shall be easily accessible. Fuel gauge in cab shall be supplied, sight tube not acceptable

**2.0 Chassis Engine**

- Truck engine shall be 2016 onboard diagnostics/2010 EPA/CARB/GHG17 compliant, Cummins ISB 6.7-200 or equivalent, turbocharged diesel, 200 Hp @ 2300 RPM, 520ft-lbs. @ 1600 RPM. ✓
- Truck engine shall be equipped with a single vertical exhaust system with after treatment and SCR with 6-gallon DEF tank. ✓
- Cooling system shall be protected to -34F ✓
- Engine shall be equipped with single stage dry-type air cleaner with safety element, spin-on fuel filter, full flow oil filter, and heated fuel/water separator with in-cab water indicator ✓
- Engine shall be equipped with block heater ✓
- Radiator fan shall be viscous drive type ✓

**3.0 Transmission, axles, wheels & brakes**

- Allison 2500 Series (or city approved equal) 6 speed automatic transmission with heavy duty oil cooler shall be provided. An external spin on transmission filter is to be included with the Allison transmission ✓
- The single speed rear axle shall have a ratio of 7.17 for proper sweeping and high-speed transport ground speeds. *6.43*
- 10,000lb front axle shall be equipped with 12,000lb taper leaf springs and shock absorbers ✓
- The 23,000 lb rear axle air spring suspension will be required ✓
- The system must have automatic height control valves on the drive axle to maintain ride height during transport and have a minimum capacity of 23,000 lbs ✓
- The system shall allow the automatic release of air from the air spring to hard rubber bisques to allow for solid axle performance and full stability while dumping at minimum to full dumping height. ✓
- Control of the air spring rear suspension shall be by a single transport/sweep switch on the control console. ✓
- To allow the emergency interchange of tires at a job site, front and rear tires and rims shall all be interchangeable. ✓
- Tires shall be tubeless radial tires 14 ply 11R22.5 "G" load rated. The rear axle shall include dual tires for load capacity; singles will not be acceptable ✓



- Rims shall be 8-hole aluminum hub piloted 22.5 x 8.25 ✓
- Brakes shall be full anti-lock air brakes with an 18.7 CFM capacity compressor, and with automatic slack adjusters. ✓
- Air system shall include a heated air dryer with automatic moisture ejector ✓
- Parking brake shall be spring applied rear wheel drum and shoe ✓

#### 4.0 Cab

- Maximum visibility, forward line of sight from the chassis front bumper to the point on the ground visible to the operator shall not exceed 8 feet for an SAE 98<sup>th</sup> percentile size operator. ✓
- Steering shall be full power with dual operator controls ✓
- Seats shall be air ride, adjustable, covered with cloth for air circulation and include 3-point seat belts. ✓
- Sweeper shall include two (2) outside heated and motorized west coast type mirrors with lower 8-inch convex lens for easy viewing of the side broom during sweeping. ✓
- To maximize operator visibility of the curb and sweeping gear, an 8" outside LH and RH fender mirror shall be mounted forward of the front wheels. ✓
- Hydraulic functions shall be controlled by rocker switches located in the cab mounted control panel. ✓
- For safety during night sweeping, switches shall be illuminated so that they can be readily identified without the use of the cab dome light. ✓
- Switches shall be clearly identified by name and symbol. ✓
- Cab interior environment shall be fully air-conditioned including a fresh air heater/ventilator/defroster. ✓
- Cab shall have full flow through ventilation for optimal temperature control and operator comfort. ✓
- Wipers shall have intermittent feature ✓
- Interior of cab shall have acoustical insulation for low operating noise, automotive type trim, and center sweeper console ✓
- Dash shall be faced with soft molded plastic ✓
- All glass shall be tinted safety glass ✓
- Each operator position shall have adjustable sun visor ✓
- Doors shall be keyed alike locks. ✓
- Door windows shall be roll up type. ✓
- Side windows shall have defogger ✓
- Cab shall include 12V supply port ✓
- Cab shall include a AM/FM/WB Radio, Bluetooth and Microphone, USB, Front and Rear Aux. Inputs. Speakers and antenna shall be included ✓
- 12V outlet for 2way-radio ✓

#### 5.0 Instruments

- Chassis left side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, odometer, trip odometer, hour meter, trip hour meter, fuel gauge, water temperature gauge, oil pressure gauge, transmission temperature gauge, air pressure gauge, and volt gauge. ✓
- Chassis right side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, odometer, trip odometer, fuel gauge, water temperature gauge, oil pressure gauge, transmission temperature gauge, air pressure gauge, and volt gauge. ✓



- Chassis gauges shall include speedometer, odometer, coolant temperature, tachometer, voltmeter, oil pressure, fuel level and air pressure ✓
- Chassis engine instruments shall include warning light and chime for low coolant level and high coolant temperature to warn the operator of a potential problem before any damage to the engine occurs. Console shall have left/right primary driver switch. ✓
- Truck instruments shall include warning lights for battery, and cab latch to make sure the cab is locked in position ✓
- Sweeper engine instruments shall include tachometer, hour meter, oil pressure, fuel, voltage, and coolant temperature for complete information for the operator on the condition of the auxiliary engine. ✓
- Instruments shall include an auxiliary engine air intake restriction indicator mounted in the fixed console, for ease of maintenance, and a hopper "full load" indicator to notify the operator the hopper is fully loaded. ✓
- Dash and all console switches including transmission controls and all gauges shall be illuminated. ✓

#### 6.0 Electrical

- Batteries should be located in an enclosed accessible environment for long life and ease of service. ✓
- Chassis shall have two (2) maintenance free batteries rated at not less than 1850 CCA total, 12 volts. ✓
- Chassis lighting shall include sealed multi-beam halogen head-lights, stop lights, tail lights, backup lights, license plate lights, clearance lights, signal lights, illuminated gauges and instrument panel, and directional lights with hazard switch ✓

#### 7.0 Sweeper Engine

- 74 HP diesel engine, EPA Tier 4 final emissions compliant, Specify DEUTZ TIER 4.1. 68 HP. ✓
- Engine shall be equipped with a full flow oil filter and fuel filter. ✓
- Dual stage, dry type air intake precleaner with spinner. Reset type restriction indicator on air filter housing. ✓
- Engine shall be protected by a 50/50 mixture anti-freeze/water for cold weather storage and or operation ✓
- Engine, radiator and all auxiliary engine driven devices shall be resilient mounted through a dedicated engine frame ✓
- Engine shall have a safety shut down system for high coolant temperature and low oil pressure. ✓
- Engine and front of the engine radiator shall be accessible without the use of any tools. ✓
- Engine, radiator and auxiliary engine driven devices shall be protected from the elements and vandals by twin fiberglass latching clamshell doors, opening 180 degrees, providing 270 degrees of complete accessibility to all engine maintenance components. ✓ METAL DOORS.
- Engine compartment to include a RH mounted lockable stainless-steel toolbox; 24 inches long x 13.5 inches wide x 6 3/8 inches tall for operator designated tools. ✓



### 8.0 Side Brooms

- Each side broom shall be driven by a hydraulic motor directly mounted to the broom disc plate. They shall be the vertical digger type, trailing arm design. Hydraulic motors shall incorporate a relief valve for maximum pressure safe ✓
- Minimum diameter of side brooms shall be 46-inch at the bristle tip *49 INCH.*
- To hold broom pattern regardless of up and down motion, arm suspension design shall be the parallelogram type. Free floating suspension to allow up/down and in/out movement to cushion impacts ✓
- Brooms shall be pneumatically raised and lowered by the operator from the cab while moving. ✓
- Suspension and pressure control shall be pneumatic, automatic self-adjusting and maintain a set pattern throughout the broom life with no input from the operator. ✓ Arms shall be independently operated to maintain a set pattern over all surfaces, without the use of shocks, springs, or linkages. Broom pressure indicators and control shall be located in the cab. ✓
- Broom shall consist of five (5) segments, filled with tempered steel wire bristles ✓
- Each broom shall have a spotlight for night operation ✓
- Sweeper shall be equipped with a center deflector to windrow material transferred by the side brooms. ✓
- Minimum sweeping width of 10' with both side brooms down. *11.16 FEET. Wide.*
- Sweeper shall be equipped with a center deflector to windrow material transferred by the side brooms ✓
- The side broom motors shall be able to apply 7266 lb-in of torque to the broom discs without stalling. ✓
- To provide flexibility for varying sweeping conditions, broom speed shall be variable, 50 RPM to 150 RPM, by operator from cab while moving. ✓
- Side brooms shall be reversible by the operator from the cab while moving *NO REVERSE. CAN BE ADDED OPTION FOR \$500.00*

### 9.0 Main Broom

- The main broom shall be not less than 60 inches long and not less than 34 inches in diameter. ✓
- Broom shall be driven by a hydraulic motor directly mounted to the broom core. The motor shall be protected from overpressure by the use of a relief valve. ✓
- To provide flexibility for varying sweeping conditions, broom speed shall be variable, 50 RPM to 150 RPM, by operator from cab while moving. ✓
- Suspension and pressure control shall be hydraulic, automatic self-adjusting and maintain a set pattern throughout the broom life with no input from the operator. Broom pressure indicator shall be a gauge in the engine compartment ✓
- Independently operated arms to maintain a set pattern over all surfaces, without the use of shocks, springs, or linkages. ✓
- Main broom shall be prefab disposable type, filled with polypropylene ✓
- Sweeping path shall be not less than 10 feet wide with right and left side broom activated. ✓



- Main broom shall be shielded by a hinged steel broom hood. Plastic hoods are not acceptable. ✓
- Main broom hood shall be designed to not only prevent material from being over thrown into following traffic, but also be capable of channeling over throw back into the dirt chamber. ✓
- Main broom shall have a work light ✓
- Main broom shall be hydraulically raised or lowered by in-cab control. ✓
- For safety, main broom shall automatically stop and raise when transmission is placed in reverse. ✓
- Main broom grease fittings shall be centrally located ✓
- The main broom motor shall be able to apply 7266 lb-in of torque to the broom without stalling. ✓

**10.0 Cleated Belt Conveyor** *SQUEEGEE CONVEYER.*

- Conveyor shall be able to load hopper to 100% of rated useable capacity ✓
- Conveyor rotation, forward or reverse shall be selectable without leaving the cab ✓
- To maintain Heavy loads of material the conveyor shall be high strength belt type with molded full width Chevron style cleats to carry material to the hopper. Squeegee type flight system that drag material will not be acceptable ✓ *REPLACEABLE FLIGHTS.*
- Conveyor speed shall be variable with the sweeper engine controlled from the cab ✓
- Conveyor shall have a variable ground clearance cleat height setting from 1" to 4" for various types of debris and sweeping conditions ✓
- The conveyor shall be hydraulically raised and lowered from within cab controls to pass bulky debris. ✓
- The conveyor system will be driven hydraulically and protected for overpressure by relief valve. The unit shall include a visual with audible chime conveyor stall alarm. ✓
- A safety system is to be included to disable hopper dump if conveyor is in down position. ✓
- For safety, conveyor shall automatically stop and raise when transmission is placed in reverse or when the sweeper is put in transport mode. ✓
- Conveyor grease fittings shall be centrally located ✓
- The unit shall include a conveyor flush/tank fill selector system ✓
- The conveyor shall be no less than 54" wide. ✓ *56" wide.*
- Sweeper shall have the provision to be converted to a squeegee style conveyor for application flexibility. ✓

**11.0 Hopper**

- For safety, the hopper shall be right side dumping, allowing an operator to observe the dump target and surrounding area at all times from the cab, without the use of mirrors. All dump controls to be cab mounted. ✓
- Hopper "Full" indicator, activated by hopper weight ✓
- Hydraulically controlled hopper door ✓
- Hopper volumetric capacity shall be not less than 4.5 cubic yards. Useable capacity not less than 3.3 yards. A hopper inspection door shall be supplied. ✓ *5 yards.*
- Inspection door with steps and handles for access ✓
- Hopper load shall be visible at all times from the cab through a glass window and skylight. ✓
- Lift mechanism shall be double stage, scissors lift system, with permanently lubed pins. Hopper lift cylinders to be 3.5" x 33.5" stroke minimum, hopper dump cylinders to be 3.5" x 19.8" stroke minimum ✓



6" TO 138"

- Variable dump heights, minimum 38" to maximum 120" measured at the bottom of the chute. ✓
- Hopper shall tilt to 50 degrees to assure complete dumping 52 degrees ✓
- Hopper to offer not less than 11" side shift of load for maximum dumping efficiency and for extra clearance between sweeper and dump truck. Minimum clearance between sweeper and truck shall be 28". 47" of clearance.
- Maximum time for dump cycle shall not exceed 70 seconds. ✓
- Lift capacity shall be not less than 11,000 lbs. EXCEED 14,000 lbs.
- Hopper to be constructed of 7-gauge abrasion resistant steel floor and 11-gauge door, top, and sides. 10 GAUGE WELDED FLOOR OF 3/16" STEEL PLATE.
- Sweeper shall not require jack stands and/or outriggers to stabilize chassis during dumping cycle. Units requiring this stabilization are not acceptable. ✓
- Terrain level sensor, disables hopper raise if unit on overly unlevel ground ✓
- For safety, apparatus shall have an interlock to prevent raising hopper without engaging the park brake. ✓
- To extend wear life, all cylinder lift joints shall be greaseable ✓

#### 12.0 Spray Water System

- Tank capacity shall be not less than 360 U.S. gallons (1368 L). 370 USG.
- To prevent the contamination of the water supply, tank shall be equipped with an anti-siphon device compliant to American National Standard Air gaps in plumbing systems ASME A112.12-1991. ✓
- Tank shall be constructed of a non-metallic, non-rusting polyethylene material ✓
- A water level gauge indicator shall be located within the cab ✓
- Sweeper shall be equipped with an automatic internal hopper/conveyor flush and wash down system. System shall include a manual bypass valve to divert hydrant water into system without necessitating filling of water tank. Bypass valve shall be located on the curb side of the vehicle.
- Water fill hose shall be not less than 16 feet 8 inches in length, equipped with 2-1/2 inch NST hydrant coupler. ✓
- Water to each area, side broom left or right, and broom spray bar shall be cab controlled with adjustable valves, which control water flow. ✓
- Three (3) spray nozzles at each side broom and three (3) spray nozzles on rear broom spray bar. ✓
- An 80-mesh filter on suction line in-line water filter shall be provided with the fill hose to prevent contaminants from entering the water tank. ✓
- Spray water pump shall be an electric diaphragm type to provide adequate flow and pressure to properly atomize water for efficient dust control. ✓

#### 13.0 Hydraulic System

- Maximum 35-gallon hydraulic reservoir with sight gauge indicating oil level and temperature.
- The system shall contain one 100-mesh suction strainer and one 6-micron absolute return filter. ✓
- Hydraulic pump shall be a gear driven, gear style pump for maintenance free operation. The main broom, side brooms and the conveyor shall have independent, dedicated gear pump sections ✓
- Auxiliary engine must power all sweeper hydraulic functions ✓



- System shall include a hydraulic oil cooler, sized to allow for continuous operation with broom speeds set to the minimum possible and the aux engine set to the maximum. ✓
- To minimize environmental damage caused by leaking fittings, all pressure hydraulic fittings must be ORFS type. All solenoids to be located in a single easily accessible location. ✓
- For ease and accuracy of testing, all circuits shall have quick-disconnect check ports. ✓
- Auto greaser to be installed. The only brand that will be acceptable is Lube Corp., no alternates will be accepted ✓ *SEE ATTACHED SPEC FOR DETAILS.*

#### 14.0 Pneumatic System

- The pneumatic system shall have DOT fittings ✓
- There shall be a PR4 type pressure protector for the chassis air system to protect the chassis air system. ✓
- All pneumatic cylinders shall be interchangeable ✓
- All pneumatic cylinders must be rated to 150 PSI and have a separate rod seal and wiper to prevent contamination entering the cylinder ✓

#### 15.0 Controls

- All sweeper controls shall be mounted on a central console located between the left and right operators position ✓
- All switches to be tactile rocker type ✓
- Control panel to be lit for night operation. ✓
- One-piece, permanent control console overlay with clearly labeled switches and indicators. ✓
- Sweeping mode engaged by one Sweep / Transport / Dump switch ✓
- Individual switches for left and right broom (On/Off) ✓
- Individual switch for main broom and conveyor (Forward/Reverse) ✓
- Individual switches for water pump on/off, right side broom water on/off and left side broom water on/off ✓
- Dust control water flow to be independently and continuously variable from off to full on for each side broom and the main broom. ✓
- Hopper raise / lower and tilt to be controlled via joystick and configured per SAE standards for bucket loading equipment. *tactile rocker type switch*
- Individual switch for auxiliary engine throttle (Increase/Decrease). ✓

#### 16.0 Electrical System

- Sweeper electrical system shall be independent from the chassis electrical system ✓
- Sweeper shall have an electronic back-up alarm for additional warning and safety when chassis is in reverse ✓
- For safety and to avoid damage to the main broom, side broom and elevator, all sweeping components shall automatically raise when transmission is put into reverse. ✓
- Sweeper shall have a rear facing back-up camera for additional safety and operator awareness of surroundings. ✓
- Sweeper lighting shall include rear identification lights, side broom and main broom spot lights and rear clearance lights, rear directional arrow. ✓
- Sweeper wiring harnesses shall be color-coded and hot stamped with appropriate word designation labeled every four inches, i.e. "Ignition", "Side Broom" on each wire. ✓



- Sweeper engine shall have one (1) 1000 CCA, 12-volt battery ✓
- Sweeper engine shall have a 60 amp. alternator. ✓
- Electrical circuits to be protected by automotive style fuses ✓

**17.0 Sweeper Instruments**

- Sweeper engine instruments shall include tachometer, hour meter, oil pressure gauge and lamp, low coolant level lamp, voltage, auxiliary engine running lamp, coolant temperature gauge and lamp, air filter restriction indicator (at engine) for complete information for the operator on the condition of the auxiliary engine. ✓
- Sweeper instruments shall include main broom down pressure, hydraulic filter restriction indicator, sweeper out of level indicator, no spray water indicator, a "raised" hopper indicator and a "full" hopper indicator to notify the operator of hopper conditions. ✓
- Two in-cab sweeper console mounted gauges that indicate the air pressure being used to hold the side brooms in its down position shall be supplied. There shall be one gauge for each side broom. ✓

**18.0 Paint**

- The cab, hood and fenders shall be painted with high gloss polyurethane white. ✓
- The chassis running gear shall be painted black acrylic enamel ✓
- All visible exterior metallic surfaces shall be coated prior to assembly with polyester powder coat. The paint must be a minimum of 2 mils thick. The uses of acrylic enamels and/or polyurethanes are not acceptable ✓

**19.0 Warranty**

Manufacturer's warranty shall be not less than one (1) year on entire sweeper, including all parts and labor.

Manufacturer's warranty shall be not less than two (2) years on chassis engine, including all parts and labor.

Bidders submitting literature stating warranties which do not fully comply with warranty requirements of this specification must submit a letter from the manufacturer certifying warranty compliance as an integral part of their proposal. Failure to comply may cause the proposal shall be deemed "non-responsive" and rejected without further review. *PLEASE SEE WARRANTY. 1-5 YEARS.*

Parts manuals and service manuals shall be included with delivery of the truck. ✓

**19.0 Training**

- Minimum of 8 hours or as needed on-site training for operators ✓
- Minimum of 8 hours or as needed on-site training for mechanics ✓

**Delivery Date**

Please specify how many calendar days required between issuance of purchase order and delivery date:

30 days *with READY at the factory.*



**City of Temiskaming Shores  
PW-RFP-003-2018**

Supply and Delivery of a Mechanical Sweeper Truck

PW-RFP-003-2018

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Cubex LTD.  
(Registered Company Name/Individuals Name)

Of, 187 GARDEN AVE BRANTFORD ONT. N3S 0A7  
(Registered Address and Postal Code)

Business:

Phone Number (519) - 770 - 0216

Fax Number (519) - 770 - 4171

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

Price for unit (less HST) \$ 299,992.10

Total including HST \$ 338,991.07



**City of Temiskaming Shores**  
**PW-RFP-003-2018**  
Supply and Delivery of a Mechanical Sweeper Truck

**NON-COLLUSION AFFIDAVIT**

I/We Cabex LTD. the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

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

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

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

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

Signed



Company Name

Cabex LTD.

Title

BRANCH MANAGER.



**City of Temiskaming Shores  
PW-RFP-003-2018**

Supply and Delivery of a Mechanical Sweeper Truck

**Conflict of Interest Declaration**

Please check appropriate response:

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

List Situations:

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

Dated at BLAIRFORD this 12 day of FEBRUARY, 2018.

FIRM NAME: Cubex LTD.

BIDDER'S AUTHORIZED OFFICIAL: NOEL NAGORA.

TITLE: BRANCH MANAGER.

SIGNATURE: 

# Memo

**To:** Mayor and Council  
**From:** Jennifer Pye, Planner  
**Date:** February 12, 2018  
**Subject:** Deeming By-laws for 395 Joyal Drive (lots 59 and 60 on Plan M128NB; Parcel 24133SST) and 383 Joyal Drive (lot 53 and part of lot 55 on Plan M128NB; Parcel 20240SST and a portion of 7720SST)  
**Attachments:** Draft Deeming By-law – 395 Joyal Drive  
Draft Deeming By-law – 383 Joyal Drive

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Mayor and Council:

On May 31, 2017, the Committee of Adjustment for the City of Temiskaming Shores granted conditional approval to Consent application B-2017-02(H), submitted by Mr. Jean-Marc Genier on behalf of Ms. Diane Robitaille. The purpose of the application was to sever a 4.1 m (13.5') wide strip of land from Ms. Robitaille's property at 383 Joyal Drive to be added to Mr. Genier's property at 395 Joyal Drive. Mr. Genier intends to build a garage adjacent to his existing house and the additional property being acquired from Ms. Robitaille will allow him to do so.

Both Mr. Genier's property and Ms. Robitaille's property are made up of two lots on plan of subdivision M 128 N.B. Ms. Robitaille acquired her second lot (lot 55) from the Town of Haileybury in 1998. The City does not have record of a deeming by-law ever being passed for either Mr. Genier's property or Ms. Robitaille's property. As such, one of the conditions of approval of the consent application attached by the Committee of Adjustment requires the approval of deeming by-laws for both Mr. Genier's property and Ms. Robitaille's property. The deeming by-law serves to merge the subdivision lots on title so the lots in the same ownership cannot be sold without approval of a consent application by the City.

Both properties are designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and are zoned Medium Density Residential (R3) in the City of Temiskaming Shores Zoning By-law 2017-154.

If the Deeming By-laws are passed they will be registered on title at the applicant's expense and the condition attached to approval of the consent application will be fulfilled. It is recommended that Council pass the deeming by-law.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

\_\_\_\_\_  
Jennifer Pye  
Planner

\_\_\_\_\_  
Shelly Zubyck  
Director of Corporate Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

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

**By-law No. 2018-000**

**Being a by-law to designate any plan of subdivision,  
or part thereof, that has been registered for eight years or more,  
which shall be deemed as not a registered plan of subdivision  
395 Joyal Drive – Roll No. 54-18-030-005-237.00**

**Whereas** Section 50(4) of the Planning Act, R.S.P. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control;

**And whereas** the property owner has requested that the following properties be merged on title: Lots 59 and 60, Plan M-128 N.B.; Parcel 24133 SST;

**Now therefore** the Council of the Corporation of the City of Temiskaming Shores enacts as follows:

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
  - a) Parcel 24133 SST, Plan M-128 N.B., Lot 59;
  - b) Parcel 24133 SST, Plan M-128 N.B., Lot 60;
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.
6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.

7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. 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 20<sup>th</sup> day of February, 2018.

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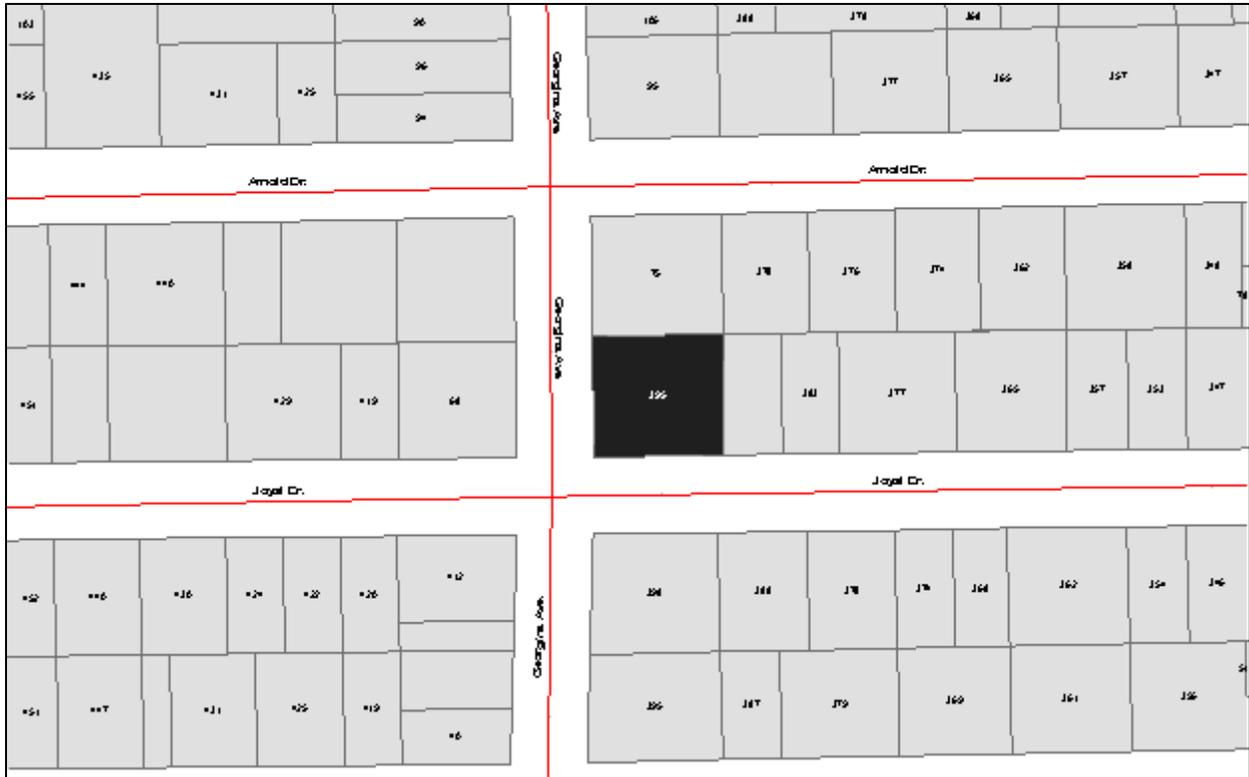
Mayor – Carman Kidd

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Clerk – David B. Treen

Schedule "A"

City of Temiskaming Shores



395 Joyal Drive

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

**By-law No. 2018-000**

**Being a by-law to designate any plan of subdivision,  
or part thereof, that has been registered for eight years or more,  
which shall be deemed as not a registered plan of subdivision  
383 Joyal Drive – Roll Nos. 54-18-030-005-238.00 and 54-18-030-005-238.02**

**Whereas** Section 50(4) of the Planning Act, R.S.P. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control;

**And whereas** the property owner has requested that the following properties be merged on title: Lot 53 and Part of Lot 55, Plan M-128 N.B.; Parcel 20240 SST and a portion of Parcel 7720 SST;

**Now therefore** the Council of the Corporation of the City of Temiskaming Shores enacts as follows:

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
  - a) Parcel 20240 SST, Plan M-128 N.B., Lot 53;
  - b) A portion of Parcel 7720 SST, Plan M-128 N.B., a portion of Lot 53;
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.
6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.

7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. 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 20<sup>th</sup> day of February, 2018.

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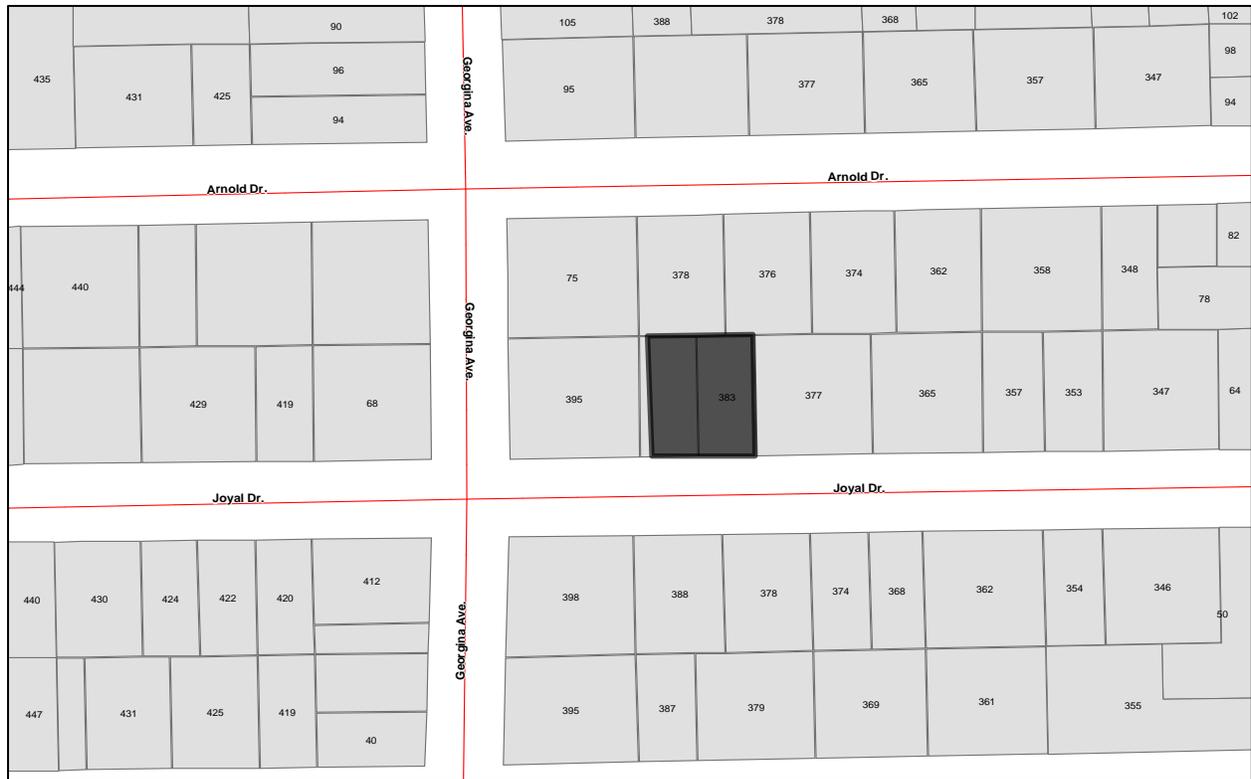
Mayor – Carman Kidd

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Clerk – David B. Treen

Schedule “A”

City of Temiskaming Shores



383 Joyal Drive

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**Subject:** North On Tap Festival 2018 Request      **Report No.:** CGP-004-2018  
**Agenda Date:** February 20, 2018

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## **Attachments**

**Appendix 01:** 2017 Post Project Report North On Tap

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-004-2018;
2. That Council agrees to support the North On Tap Festival as outlined in CGP-004-2017; and
3. That Council authorizes Public Works to issue a Road Closure of Farr Drive from Marcella to Main for the North on Tap Event scheduled for Saturday, July 14, 2018.

## **Background:**

The North On Tap Craft Beer Festival was created in 2017 and the inaugural event was extremely successful selling out all tickets a week prior to the event date and supporting each of our area's three food banks with a \$10,000 donation. A full report of the 2017 event's success is attached at Appendix 01.

## **Analysis:**

The following Requests were received from the North On Tap Craft Beer Festival organizing committee. Staff has been circulated and comments are incorporated into the individual request lines in italics.

1. The closing of Farr Drive from the north side of Marcella Street to the south side of Main Street for Saturday July 14<sup>th</sup> 2018.  
*Public Works has no concerns with this request should Council support the road closure.*
2. We would also like to get a section of the marina to allow for free boat docking on Saturday July 14, 2018 for anyone attending our event by boat. We would have volunteers to help with the docking and signage that indicates where those slips are for boat docking.  
*Recreation Department states we did this last year and it was a success.*
3. In kind contributions from the City for set up and take down of the site which would include, setting up fencing on site, garbage receptacles, tables and chairs, stage for performers, electricity to our vendors booths. (A lot of the infrastructure is now in place from last year)

*Recreation Department comments; the City will provide the same amount of fencing as in 2017, we will provide picnic tables and 100 white folding chairs that belong to Harbour Place.*

*Facilities comments; the same electricity as last year can be provided.*

4. An upset contribution of \$5,000 to assist with marketing, promotion and advertising of the event.

*Economic Development comments; for 2018, the City will not be providing funds to different events through the Event Development Fund – instead, the City has arranged marketing programs through CTV and Rogers Radio to promote the larger festivals throughout Northeastern Ontario.*

The funding model change for marketing in 2018 will ensure that all of the City funds provided through the Event Development Fund will be used to encourage tourists to visit the community to attend our events and festivals. The funds will be directed by City staff in consultation with the event organizers to maximize the value for both parties.

**Alternatives**

No other alternatives were considered during the preparation of this report.

**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 is no direct financial impact to the municipal budget with the first three requests. There is however a staff impact as Recreation staff will be used to set up some of the equipment and tables to support the event. This will mean that they will not be completing other City tasks during that time.

Request No. 4 for financial support of marketing will be provided through the Event Development Fund line item which is already included within the 2018 municipal budget. As proposed above, the funds will not be provided directly to the event, but purchased by City staff to market the North On Tap Festival with consultation with their committee.

**Submission**

Prepared by:

Reviewed and submitted for  
 Council's consideration by:

“Original signed by”

“Original signed by”

\_\_\_\_\_  
 James Franks  
 Economic Development Officer

\_\_\_\_\_  
 Christopher W. Oslund  
 City Manager



## North on Tap Craft Beer Festival

Box 1285, New Liskeard, (Ontario), P0J 1P0

Email: [northontap@gmail.com](mailto:northontap@gmail.com)

Website: [northontap.ca](http://northontap.ca)

Media Release

### **Local Food Banks Big Winners at North on Tap's Inaugural Craft Beer Festival**

August 22<sup>nd</sup>, 2017 – Temiskaming Shores, ON – Cold beer, delicious food and great live entertainment was a winning combination as the first North on Tap Craft Beer Festival debuted at the Harbourfront Pavilion on Saturday July 15<sup>th</sup>, 2017, with a sold out crowd.

“The first edition of the North on Tap Craft Beer Festival far exceeded all of our expectations”, said Hugo Rivet, member of the organizing committee. “The organizing committee felt there was growing interest in our community for this type of festival but we were blown away by the response”. Tickets to the event sold out a week in advance and left many scrambling to get their hands on one.

More than 1000 people gathered at the Festival grounds to sample craft beers from nine different brewers from across Ontario, including Haileybury's newest craft brewery, Whiskeyjack Beer Company. Thanks to a partnership with the Northern Ontario Farm Innovation Alliance (NOFIA) and Foods by Nature, festivalgoers got to pair their craft beers with delicious regional products and dishes. Local bands Kings of Nowhere and Layla Grace were on hand to rock the stage, as was the local MP for Timmins-James Bay, Charlie Angus. The event kicked off with the 5km Hop to It Beer run/walk as well as the Root beer run for kids, where 170 runners and walkers were piped off, by Legion Branch 33 and 54 Pipes and Drums.

However there was more to the North on Tap Craft Beer Festival than cold brews and good times. This festival was first and foremost about giving back to the community. “Thanks to the success of our event as well as the incredible generosity of our sponsors and community partners, we are very pleased to announce that the North on Tap Craft Beer Festival will be writing a cheque for \$30,000 to our three local area food banks” says Rivet. The Cobalt/Coleman/Latchford, New Liskeard (Salvation Army) and Haileybury Food Banks will each be receiving a donation in the amount of \$10,000.

Pat Rhiness, spokesperson for the Haileybury Food Bank said that he was “overwhelmed and extremely grateful for the donation”. He also stated that this would “help so many families in our area”. In fact, as area families prepare for back to school, it is a good reminder that hunger doesn't take a vacation and that many will be struggling at this time of year as they deal with the extra expenses of school supplies and new clothing.

**About the North on Tap Craft Beer Festival** : Held on the shores of Lake Temiskaming in Haileybury (Temiskaming Shores), Ontario, the North on Tap Craft Beer Festival showcases craft breweries from across Ontario as well as Food Vendors, great live music and the 'Hop To It' 5km Beer Run and Root beer run. All proceeds go to local charitable or not-for-profit organizations. Follow us on social media for the latest updates and announcements.

Our web page: [www.northontap.ca](http://www.northontap.ca)

Twitter/Instagram/Facebook: [@northontapbeer](https://www.instagram.com/northontapbeer)

## North On Tap – 2017

### Project Report

#### Project Description

The 2017 North On Tap Craft Beer Festival was the inaugural event of the newly revitalized Leaders of Cheer (Celebrations Haileybury, Entertainment, Events and Recreation) organization. The event took place on Saturday July 15, 2017 at the Haileybury Waterfront Pavilion and showcased craft beer and food from local providers and across the province.

#### Key Project Metrics

**Attendance - Goal:** 1000 tickets sold **Actual:** 1000 tickets sold

The North On Tap festival had a goal to sell 1000 tickets to the event. The event sold out approximately 1 week prior to the event. Demand for the event exceeded our expectations and the committee was extremely pleased with the results, however feedback from the community expressed frustration in regard to the number of tickets made available and as such the number of tickets available for the 2<sup>nd</sup> annual event will be looked at closely and efforts will be made to increase the number of tickets available for the 2018 North On Tap Craft Beer Festival.

**Vendor participation - Goal:** 8 Craft Beer Vendors **Actual:** 9 Craft Beer Vendors

The North On Tap Festival met and surpassed its' objective to secure 8 craft beer vendors by securing 1 additional craft brewer for 9 craft brewers in total. The craft brewers selected for the festival were selected with geographical location of the brewer taken into consideration with a preference given to brewers located in North Eastern Ontario. Six of the nine brewers were based in North Eastern Ontario, with the other three representing North Western, Southern and South Eastern Ontario. The Festival was also very excited to help introduce Haileybury's own craft brewer Whiskey Jack Brewing Co.

**Charitable Financial Objective Met - Goal:** \$20,000 to Area Foodbanks **Actual:** \$30,000

The North On Tap Festival Committee was extremely pleased to announce to that we had surpassed our goal by over 30% and will be donating \$30,000 to our local foodbanks. With \$10,000 each going to the Haileybury, New Liskeard and Cobalt, Coleman, Latchford foodbanks.

**Community Feedback – Goal:** Positive Feedback on Vendors/Venue/Entertainment/Organization

Community feedback has been very positive, with most of the positive feedback being in regard to the venue location, organization of the event and selection of brewers and food vendors. The vast majority of negative feedback was related to the number of tickets available for the event. All feedback positive and negative will be carefully considered when planning the next North On Tap event.

**Financial Notes:**

**Number of event tickets sold (in \$): \$13,090**

\$13090 represents tickets sold online and in local outlets. This number does not include tickets included with sponsorship.

**Other North On Tap Income: \$57,355**

\$57,355.00 represents donations from sponsors and total revenue from the event itself (beer, food sales). 6478 beer tickets were sold over the course of the one day event along with 6628 food tickets.

**Expenses**

The most significant expenses were Advertising and Promotion at \$14,186.29 and contract services (brewers and food service) at a total of \$13106.39.

See attached financial report for more information.

2:21 PM

2017-09-12

Accrual Basis

# Leaders Of Cheer - Haileybury

## Profit & Loss by Job

30 November 2016 through 12 September 2017

	<u>North On Tap 2017</u>	<u>TOTAL</u>
Ordinary Income/Expense		
Income		
North On Tap		
Ticket Sales	13,090.00	13,090.00
North On Tap - Other	57,355.00	57,355.00
Total North On Tap	<u>70,445.00</u>	<u>70,445.00</u>
Total Income	<u>70,445.00</u>	<u>70,445.00</u>
Gross Profit	70,445.00	70,445.00
Expense		
Advertising and Promotion	14,186.29	14,186.29
Contract Services		
North On Tap - Brewers	6,478.39	6,478.39
North On Tap - Food Contractor	6,628.00	6,628.00
Total Contract Services	<u>13,106.39</u>	<u>13,106.39</u>
Facilities and Equipment		
Equip Rental and Maintenance	2,238.42	2,238.42
Rent, Parking, Utilities	300.00	300.00
Total Facilities and Equipment	<u>2,538.42</u>	<u>2,538.42</u>
Licensing & Permits	75.00	75.00
Operations		
Float	3,000.00	3,000.00
Supplies	86.37	86.37
Total Operations	<u>3,086.37</u>	<u>3,086.37</u>
Other Types of Expenses		
Insurance - Liability, D and O	1,352.40	1,352.40
Total Other Types of Expenses	<u>1,352.40</u>	<u>1,352.40</u>
Total Expense	<u>34,344.87</u>	<u>34,344.87</u>
Net Ordinary Income	<u>36,100.13</u>	<u>36,100.13</u>
Net Income	<u><u>36,100.13</u></u>	<u><u>36,100.13</u></u>

## Memo

**To:** Mayor and Council  
**From:** David B. Treen, Municipal Clerk  
**Date:** February 20, 2018  
**Subject:** Request to purchase Municipal Land – Jude Heon (703 Seton Street)  
**Attachments:** Appendix 01 – Letter of Request  
Appendix 02 – Aerial Map

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Mayor and Council:

Mr. Jude Heon, owner of 703 Seton Street submitted **Appendix 01 – Letter of Request** inquiring if the city would be willing to sell the block of lots between Yonge St., Spring St., Seton St. and Florence Avenue. **Appendix 02 – Aerial Map** illustrates the location of the subject lands being requested for purchase in relation to Mr. Heon's property.

Mr. Heon's request was circulated to internal departments with the following comments being returned:

**Econ Dev:** There is no intention of building anything and the additional tax revenues will be insignificant. If he wishes to develop with a building at some point in the future, further discussions could be held.

**Planning:** Properties designed Residential (OP) and within the Settlement Area Boundary. Designated Low Density Residential (Zoning). Yonge Street road allowance separates these properties from Mr. Heon's and do not abut. As an existing, approved plan of subdivision with future development potential the Planning Department does not support this purchase request.

**Treasurer:** No concerns with the sale of this property.

**PW Dept.:** Not in support of this purchase request.

It is recommended that Council decline the purchase request and direct staff to cease the process for disposal of municipal lands as requested by Mr. Jude Heon.

Prepared by:

Reviewed by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

\_\_\_\_\_  
David B. Treen  
Municipal Clerk

\_\_\_\_\_  
Shelly Zubyck  
Director of Corporate Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

# To Temiskaming Shores Council

January 5, 2018 8:22 PM

Good afternoon ;

I was reading a magazine " Bel Age" last week ... the article ...

How to live to 100 years old ...

One must have good friends , eat lots of fruits & vegetables , have projects

Do some exercise , and do the things you like

Just my cup of tea ... I like to work around my place to occupy my spare time

Last year was a good year , I had lots to do , I had a garden to look after

I planted over 35 trees , ( namely .. Oaks, walnuts, maples, apples, and pines )

I was hoping to plant some fruit trees ( blueberries, raspberries currents)

But run out of space

I need more room and I am eying up the lots next to mine

So I wonder if you would sell me the section to the West of my place

Namely the lots between yonge, spring, seton and Florence

No ... 136 ..137 .. 148 ..149 ..160 .. 161 .. 172 ..173 .. 184 .. 185 .. 196 .. 197 .. 208 .. 209

The location is not good , the terrain is really rough, it was used at one time

By the local people as a dump ( old cars , rocks, cans , bottles etc )

There is also lots of water coming down from the hill, that water has to be

Drained properly ( which I can do at my own expense)

It is also bad timing for a good investment , but I am not looking for a place to make money

It is to do what I like ( do outside wok when I please) , I believe I can make the place look good

but it wil certainly take me a few years, anyway I understand the Town is not ready

For development in that area , the beauty is.. it will not cost you a penny

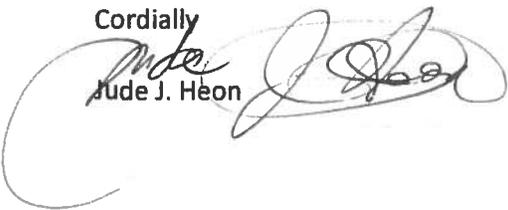
And you will get my taxes money

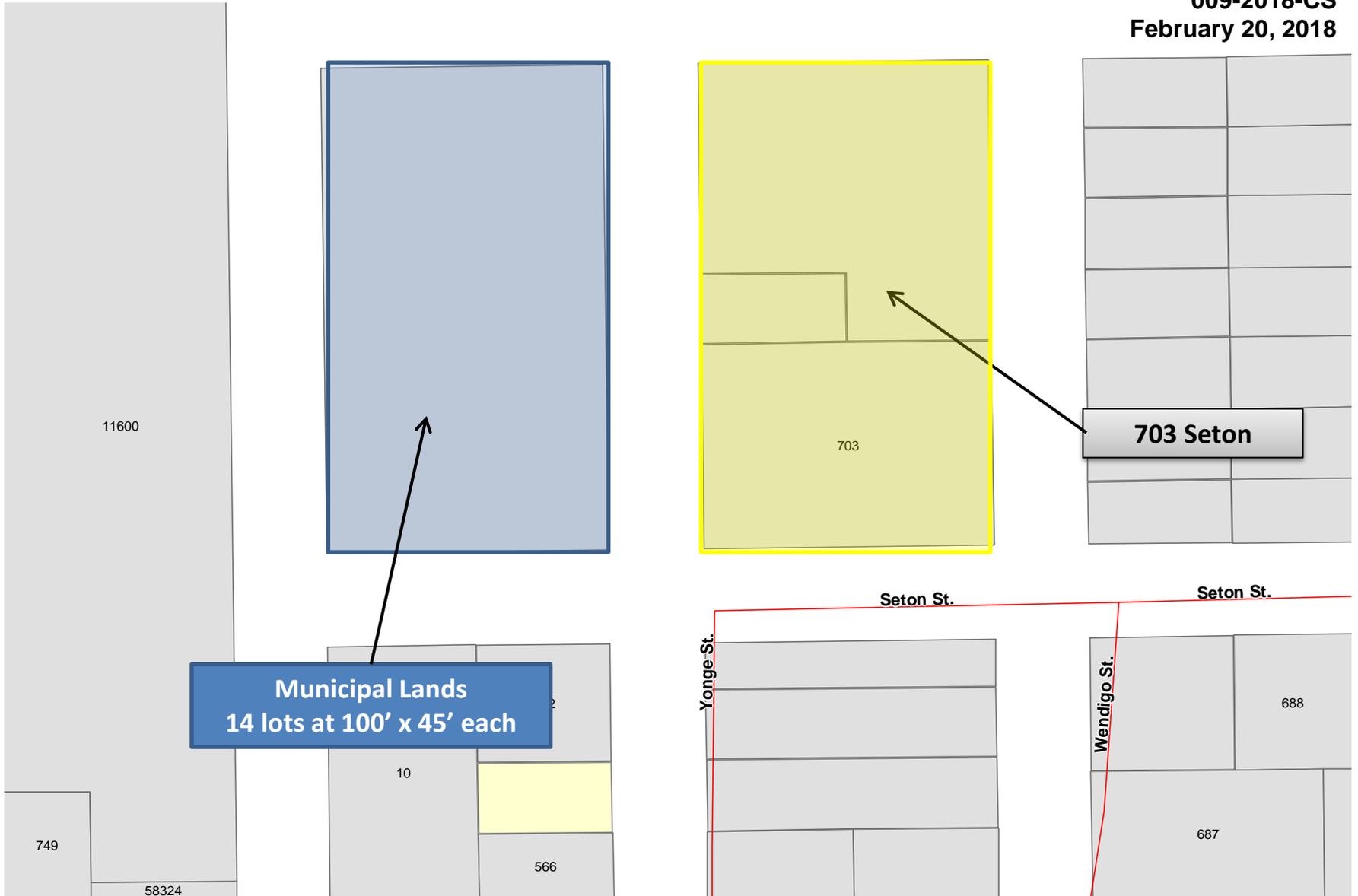
I would like to memtion that when the Town decide to develop the area around my place

I am very much interested in buying more land along seton street

Cordially

Jude J. Héon





## Memo

**To:** Mayor and Council  
**From:** David B. Treen, Municipal Clerk  
**Date:** February 20, 2018  
**Subject:** Request to purchase Municipal Land – Marcel Germain (Cobalt Avenue)  
**Attachments:** Appendix 01 – Map

---

Mayor and Council:

Mr. Marcel Germain, owner of 222 Cobalt Avenue attended my office requesting consideration for the acquisition of municipal land. **Appendix 01 – Aerial Map** illustrates the location of the subject lands being requested for purchase in relation to Mr. Germain's property. Mr. Germain currently owns either side of the laneway and is of the opinion that acquisition of this portion of the laneway would assist in preventing any legal complications in regards to future sales of the dwelling.

### Internal Circulation Comments:

**Econ Dev:** No concerns.

**Fire Dept.:** No objections to proposal.

**PW Dept.:** No issues regarding the sale of this property.

**Treasurer:** No concerns with the sale of this property.

**Planning:** Property and surrounding properties are designated Residential Neighbourhood in the Official Plan (By-law No. 2014-040) and zoned Low Density Residential (R2) in Zoning By-law No. 2017-154. It is recommended that approval of a deeming by-law be required in order to ensure the individual lots within Mr. Germain's current properties cannot be sold separately without further approval from the City.

In the event Council opts to consider disposition of the laneway it will be necessary to attain a reference plan and adoption of a by-law to stop up and close that portion of the laneway.

It is recommended that Council authorize staff to commence the process for disposal of municipal lands in accordance to By-law No. 2015-160 being a by-law to adopt a Procedural Policy for the Disposal of Real Property.

Prepared by:

Reviewed by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

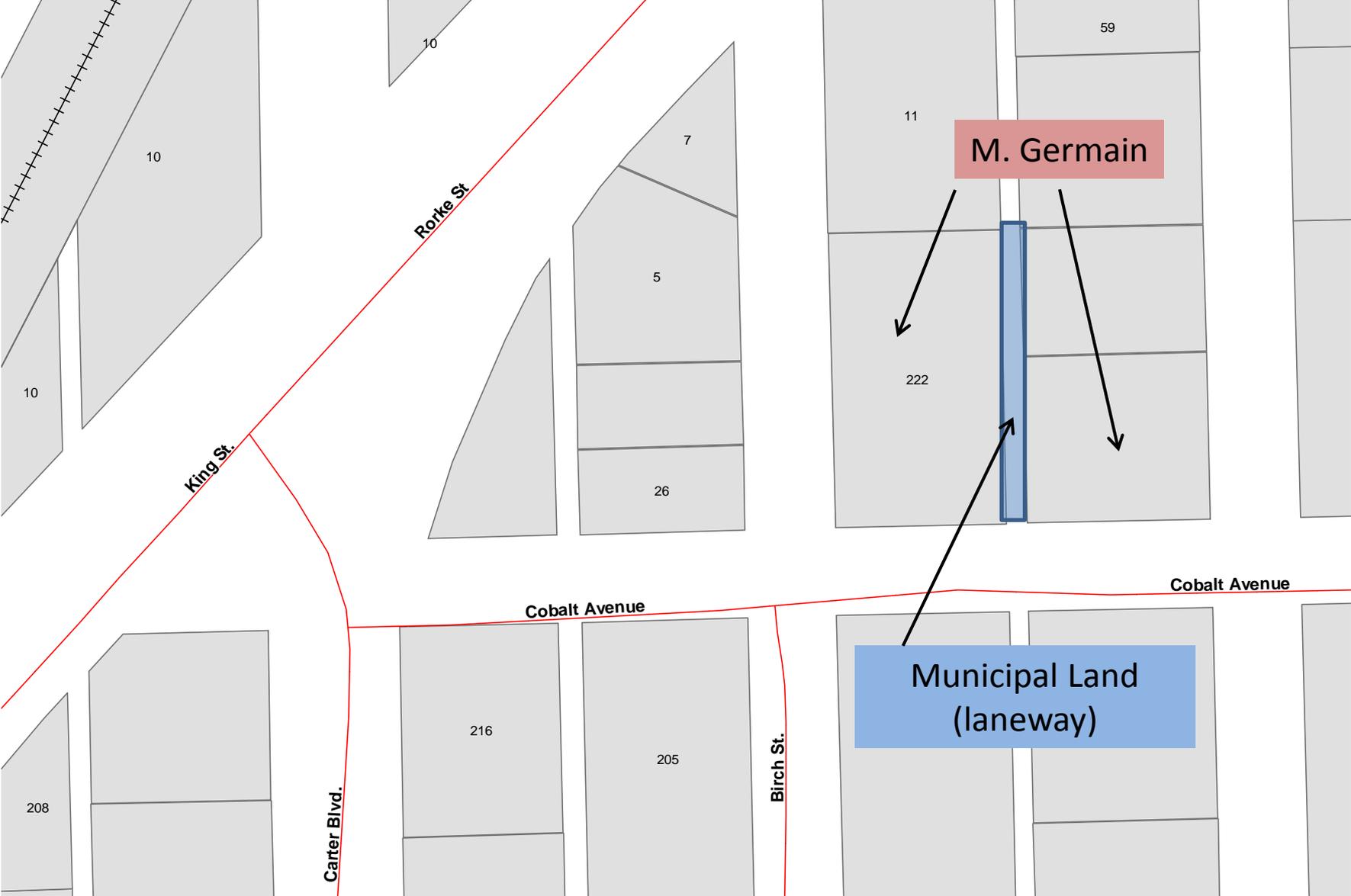
“Original signed by”

“Original signed by”

\_\_\_\_\_  
David B. Treen  
Municipal Clerk

\_\_\_\_\_  
Shelly Zubyck  
Director of Corporate Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager



**Subject:** Lease Agreement – Dymond  
Community Complex Apartment

**Report No.:** CS-005-2018  
**Agenda Date:** February 20, 2018

### **Attachments**

**Appendix 01:** Draft Lease Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-005-2018;
2. That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Ms. Marta Sauve for the rental of the apartment located on the upper level of the Dymond Community Complex for consideration at the February 20, 2018 Regular Meeting of Council.

### **Background**

The Dymond apartment has been vacant for approximately a year.

### **Analysis**

The apartment was advertised in the City's Bulletin and Facebook page during the entire vacancy.

A draft lease agreement for the use of the space is attached as Appendix 01. The lease agreement outlines all covenants for the lessee and lessor.

### **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 2018 budgeted amount for rental revenues is \$8,500 based on 12 months rent. As the apartment was vacant for 1.5 months the City will collect a total of \$7,434 for 2018.

### **Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

---

Shelly Zubyck, CHRP  
Director of Corporate Services

---

Christopher W. Oslund  
City Manager

**The Corporation of The City of Temiskaming Shores  
By-law No. 2018-000**

**Being a by-law to authorize the entering into a Lease  
Agreement with Marta Sauve for the Rental of the  
Apartment located on the upper level of the Dymond  
Community Complex**

**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-005-2018 at the February 20, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a lease agreement with Ms. Marta Sauve for the rental of the apartment located on the upper level of the Dymond Community Complex for consideration at the February 20, 2018 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to enter into a Lease Agreement with Marta Sauve for the rental of the apartment located on the upper level of the Dymond Community Complex, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 20<sup>th</sup> day of February, 2018.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

Between

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

And

**MARTA SAUVE**

---

**LEASE**

---

Shelly Zubyck  
Director of Corporate Services  
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES  
P.O. Box 2050  
HAILEYBURY, Ontario  
P0J 1K0

**This Lease** made this 12<sup>th</sup> day of February, 2018.

Between:

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

And:

**Marta Sauve**  
(hereinafter called the "Lessee")

**Whereas** the Lessor is the owner of the Dymond Community Complex, 181 Drive Inn Theatre Road, City of Temiskaming Shores, ON (herein called the "Building").

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

**Now therefore** the parties hereto covenant and agree as follows:

**1. Leased Premises**

The Lessor hereby demises and leases to the Lessee part of the **upper level** in the Lessor's Building containing a rentable residential area located at 181 Drive-In Theatre Road, City of Temiskaming Shores, Ontario being hereinafter called the "premises".

**2. Term**

**To hold** the premises for a term commencing on the 12<sup>th</sup> day of February, 2018 and ending on the 28<sup>th</sup> day of February, 2019.

**3. Rent**

**Paying** therefore to the Lessor, subject to the provisions of this Lease, the sum of One Thousand Six Hundred Dollars (**\$1,200.00**), inclusive of HST, representing the Lessee's first month prorated rent and a \$800 Security Deposit which shall be held in trust by the Lessor; and

**Paying** thereafter to Lessor, the sum of Eight Hundred Dollars (**\$800.00**) per month, inclusive of HST, for the term of the lease.

**Such rent** shall be made payable to the City of Temiskaming Shores and due on the first day of each and every month during the term of the lease and mailed to: P.O. Box 2050 Haileybury, Ontario P0J 1K0.

**4. Tenant's Covenants**

The Tenant covenants with the Landlord:

- a) **Rent** - to pay rent;
- b) **Telephone** - to pay when due the cost of the telephone and internet services supplied to the premises;
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- d) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises.
- e) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;
- f) **Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00 a.m. and 4:00 p.m. during the last month of the term;
- g) **Alterations** - not to make or erect in or to the premises any installation, alteration, or addition.

## 5. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Landlord on account thereof;
- c) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- d) **Heat** - to heat the premises;
- e) **Structural soundness** - to keep the premises, and parking lot structurally sound and to look after any structural defects which may arise;

## 6. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Landlord, instead of rebuilding or making the premises fit for the purpose of the Tenant, may at its option terminate this lease on giving to the Tenant within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Tenant is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Tenant shall immediately deliver up possession of the premises to the Landlord;
- c) **Damage to property** - The Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to any other person while in the building unless such loss, damage or injury shall be caused by the negligence of the Landlord or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Tenant;
- d) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- e) **Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and

take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;

- f) **Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- g) **Right of re-entry** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;
- h) **Right of termination by the Tenant**

The lease may be terminated for any valid reason with the consent of both parties and upon payment of one (1) month rent in lieu of notice.

- i) **Right of termination by the Landlord**

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

- j) **Non-waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.
- k) **Over-holding** - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions

herein set out except as to length of tenancy.

- l) Arbitration** - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons, one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties fails to appoint an arbitrator for 15 days after the one party has appointed an arbitrator and has notified the other party in writing of the appointment and of the matter in dispute to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the order to a Judge of the District Court of the District of Timiskaming as a *persona designata* to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;
- m) Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee;
- n) Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a

sealed envelope addressed, in the case of notice of the Landlord, to it, at c/o Shelly Zubyck, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice to the Tenant, to the premises and deposited in one of Her Majesty's post offices c/o P.O. Box 2145, New Liskeard, ON P0J 1P0, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

## **7. Headings**

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

## **8. Effect of Lease**

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

**Remainder of Page Left Blank Intentionally**



# Earlton-Timiskaming Regional Airport

## Board Members

Carman Kidd   Doug Metson   Bryan McNair   Debbie Veerman  
Barb Beachey   Earl Read   Henry Baker   Kerry Stewart  
Ken Laffrenier   Kevin Leveille   Marc Robillard   Morgan Carson  
Pauline Archambault

February 15<sup>th</sup>, 2018

Municipal Meeting

# ETRAA 2017/2018 Initial Year Summary

- March 31, 2017 – Incorporation of ETRAA
- April/May – Capital Funding Applications submitted to Fed-Nor and NOHFC
- Program Validation Inspection done by Transport Canada
- Quality Inspection Program – updated
- August 23<sup>rd</sup> – Mock Disaster staged by Loomex Corporation
- Fall – Zero-turn Lawnmower and Weed-eater purchased
- November -New 25,000 Lt Jet Fuel and 15,000 Lt Avgas tanks installed
- Temstar Search and Rescue set up new office at our airport

# 2017/2018 Initial Year Summary Continued

- November – Wabusk Air received contract from Ornge Air Ambulance to provide Air Ambulance service from ETRA
- Canadian Aviation College having trouble hiring qualified pilots and instructors to teach students English as a second language
- ETRAA approves Drag-N Fly drag races for 2018
- January, 2018 – Fed-Nor announces \$318,000. in grant funding for our airport, and open house held
- Still awaiting NOHFC funding approval – hopefully hear in March 2018. We have asked for \$397,500
- Switched to 2016 Census Numbers for Per Capita and increased to \$9.33/capita to offset population decrease of 302 persons – for 2018

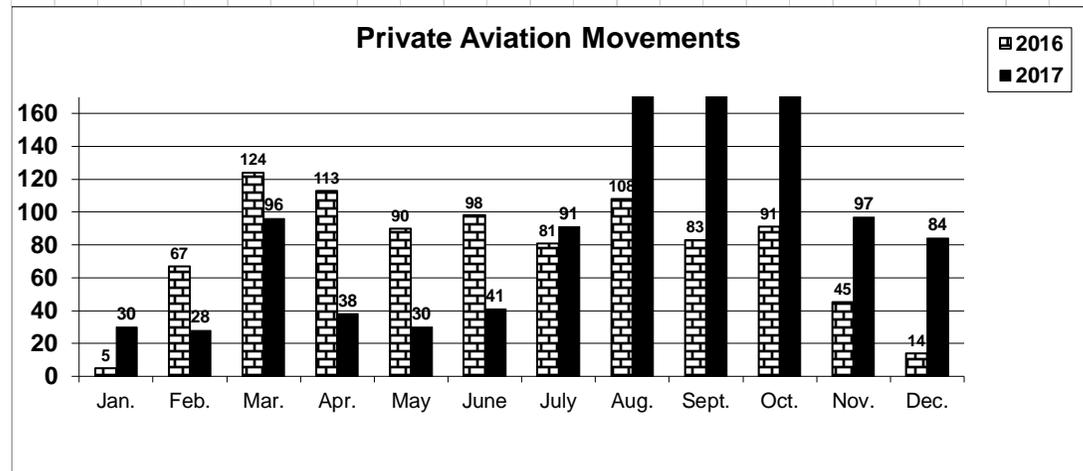
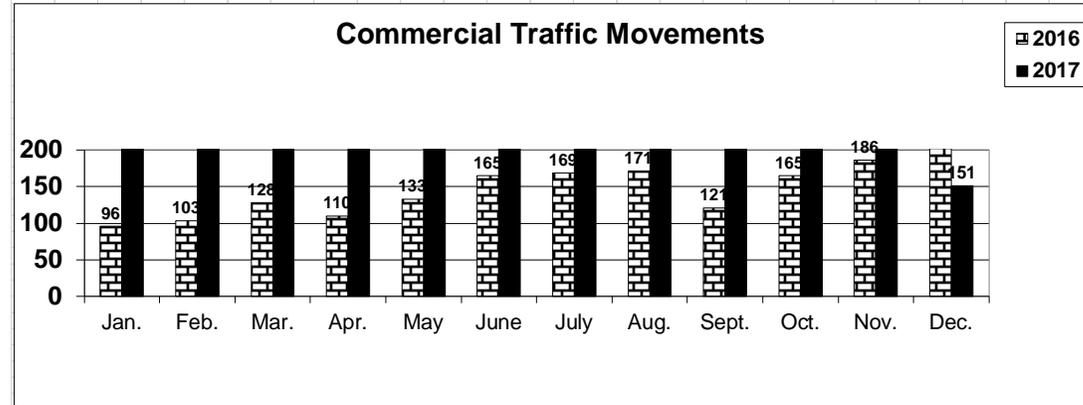
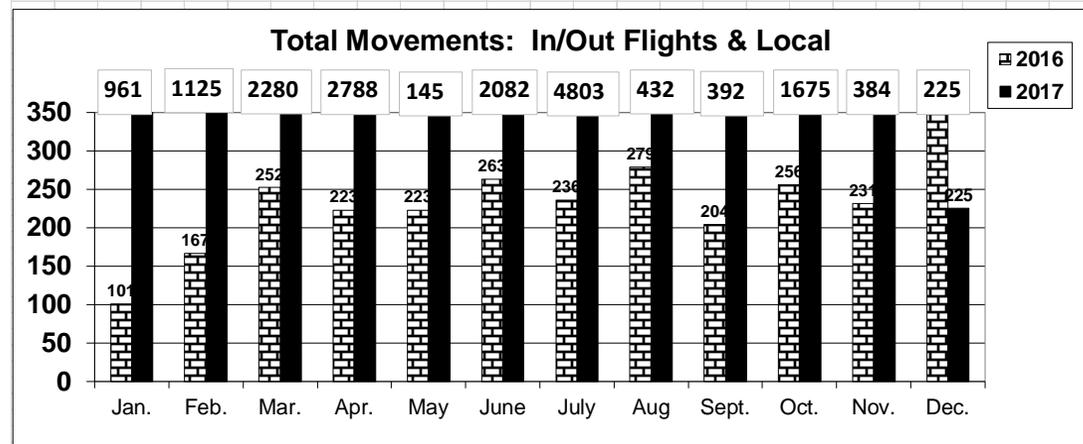
# Capital Projects for 2018 Pending Funding

Fed-Nor - \$318,000. NOHFC - \$397,500. ETRAA - \$79,500.

- Complete Fuel tank installation with Card lock System - \$150,000.
- New T-Hangers – Row of 6 - \$300,000.
- Back up Generator and Lighting Transformers - \$100,000.
- Crack Sealing of Runway - \$200,000.
- Gravel for surface drainage upgrades - \$45,000.
  
- Total - \$795,000.

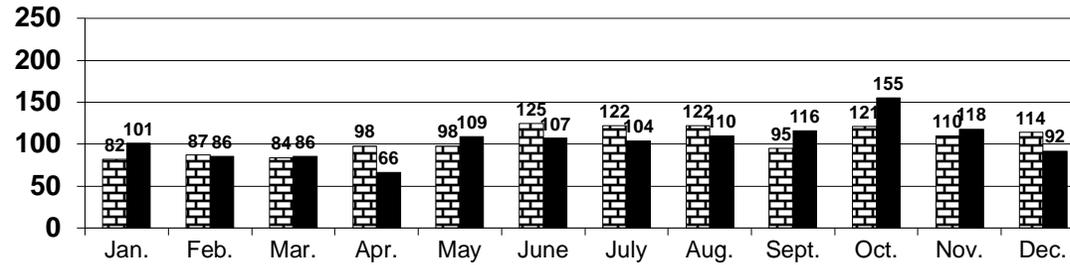
**Earlton-Timiskaming Regional Airport  
Profit & Loss Budget vs. Actual  
January through December 2017**

	Jan - Dec 17	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
4365 - Aircraft Fuel Sales	165,359.51	107,000.00	58,359.51	154.5%
4500 - Airfield Maint. Charge	8,124.46	8,494.59	-2,370.13	72.1%
4380 - Airplane Parking Fees	2,765.00	2,070.00	695.00	133.6%
4355 - Call out fees	848.00	1,908.00	-1,060.00	44.4%
4480 - Cost Rec. Ground Maint.(Nav.etc)	1,757.40	1,678.00	79.40	104.7%
4510 - Cost Rec. (Hydro)	10,163.52	10,700.00	-536.48	95.0%
4520 - Drag Race	3,166.00	7,000.00	-3,834.00	45.2%
4440 - interest	1,732.73	968.00	764.73	179.0%
4340 - Landing Fees	83,933.00	88,000.00	-4,067.00	95.4%
4430 - Land Rental (Lease)	43,600.00	48,050.00	-4,450.00	90.7%
4395 - Municipal Contributions	157,548.00	157,699.00	-151.00	99.9%
4465 - Other	9,508.92	955.00	8,553.92	995.7%
<b>Total Income</b>	<b>486,506.54</b>	<b>434,522.59</b>	<b>51,983.95</b>	<b>112.0%</b>
<b>Expense</b>				
5010 - Advertising & Donations	498.60	850.00	-351.40	58.7%
5012 - Aircraft Fuel Purchases	143,571.86	85,600.00	57,971.86	167.7%
5135 - Bad Debts	850.84	200.00	650.84	425.4%
5100 - Bank Charges	5,391.20	4,340.00	1,051.20	124.2%
5007 - Bookkeeping Services	6,180.00	6,180.00	0.00	100.0%
5003 - Building Labour	1,202.77	0.00	1,202.77	100.0%
5063 - Building Materials	0.00	100.00	-100.00	0.0%
5008 - Employee Benefits	50,052.43	51,816.00	-1,763.57	96.6%
5005 - Employee Salaries	157,781.46	159,800.00	-2,018.54	98.7%
5002 - Equipment Labour	1,236.95	2,700.00	-1,463.05	45.8%
5045 - Equipment Parts	3,426.56	13,000.00	-9,573.44	26.4%
5053 - Equipment Rental	0.00	300.00	-300.00	0.0%
5280 - Diesel	17,735.10	17,500.00	235.10	101.3%
5130 - Electricity	18,681.54	19,921.90	-1,240.36	93.6%
5210 - Furnace Oil/Propane	9,589.02	12,880.00	-3,090.98	75.6%
5058 - Garbage	477.40	480.00	-2.60	99.5%
5220 - Gasoline	1,483.35	1,455.00	28.35	101.9%
5125 - Insurance	6,212.74	8,000.00	-1,787.26	77.7%
5060 - Legal & Accounting	11,645.57	22,340.00	-10,694.43	52.1%
5040 - Licence/Membership/Subscription	1,971.03	1,775.00	196.03	111.0%
5240 - Lubes, etc.	767.39	1,390.00	-622.61	55.2%
5052 - Office Supplies	1,273.88	1,720.00	-446.12	74.1%
5050 - Other - expense	2,286.03	1,580.00	726.03	146.5%
5310 - Postage & Freight	397.68	500.00	-102.32	79.5%
5250 - Sand/Urea/Roundup	0.00	1,155.43	-1,155.43	0.0%
5315 - Safety Management System (SMS)	9,263.53	13,000.00	-3,736.47	71.3%
5230 - Small Tools	48.81	800.00	-751.19	6.1%
5004 - Surface Structure-Labour	1,379.36	2,540.00	-1,160.64	54.3%
5260 - Surface Structures-Materials	1,173.53	3,550.00	-2,376.47	33.1%
5071 - Shop Supplies	796.25	1,260.00	-463.75	63.2%
5120 - Telephone	2,793.63	2,770.00	23.63	100.9%
5325 - Training	6,105.86	2,500.00	3,605.86	244.2%
5055 - Travel	336.42	750.00	-413.58	44.9%
<b>Total Expense</b>	<b>464,510.79</b>	<b>442,535.33</b>	<b>22,077.46</b>	<b>105.0%</b>
<b>Net Ordinary Income</b>	<b>21,995.75</b>	<b>-8,010.74</b>	<b>29,996.49</b>	<b>-273.3%</b>
<b>Other Income/Expense</b>				
<b>Other Expense</b>				
114 - Airport Capital Expenditures				
Air Compressor	1,804.13			
Fuel Tanks	107,358.47	0.00	107,358.47	100.0%
Runway Pavement Repairs	0.00	25,000.00	-25,000.00	0.0%
114 - Airport Capital Expenditures - Other	3,899.27			
<b>Total 114 - Airport Capital Expenditures</b>	<b>113,061.87</b>	<b>25,000.00</b>	<b>88,061.87</b>	<b>452.2%</b>
<b>Total Other Expense</b>	<b>113,061.87</b>	<b>25,000.00</b>	<b>88,061.87</b>	<b>452.2%</b>
<b>Net Other Income</b>	<b>-113,061.87</b>	<b>-25,000.00</b>	<b>-88,061.87</b>	<b>452.2%</b>
<b>Net Income</b>	<b>-91,166.12</b>	<b>-33,010.74</b>	<b>-58,155.38</b>	<b>276.2%</b>



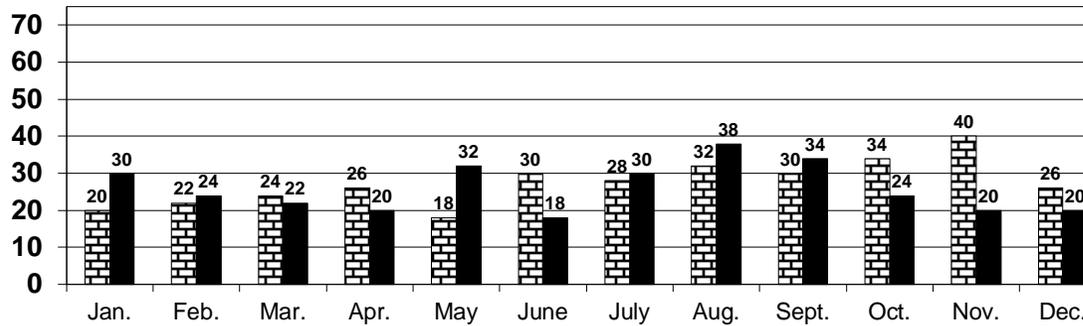
### Air Carriers Movements

▨ 2016  
■ 2017



### Air Ambulance Movements

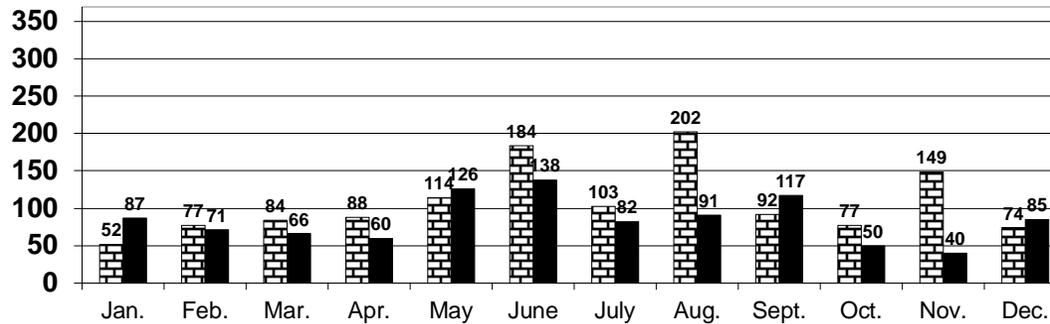
▨ 2016  
■ 2017



312

### # Pgrs. via Air Charter

▨ 2016  
■ 2017



<b><u>EARLTON-TIMISKAMING REGIONAL AIRPORT</u></b>					<b>\$7.95</b>	<b>\$9.03</b>	<b>\$9.33</b>	
							<b>(Using 2016 Census)</b>	
	<b>Current Billing</b>	<b>2016 Census</b>	<b>Difference</b>		<b>2016 Per Capita</b>	<b>2017 Per Capita</b>	<b>2018 Per Capita</b>	<b>Difference</b>
Armstrong	1265	1,166	-99		\$10,056.75	\$11,422.95	\$10,878.78	-\$544.17
Casey	374	368	-6		\$2,973.30	\$3,377.22	\$3,433.44	\$56.22
Chamberlain	346	332	-14		\$2,750.70	\$3,124.38	\$3,097.56	-\$26.82
Charlton-Dack	670	686	16		\$5,326.50	\$6,050.10	\$6,400.38	\$350.28
Coleman	531	595	64		\$4,221.45	\$4,794.93	\$5,551.35	\$756.42
Englehart	1546	1,479	-67		\$12,290.70	\$13,960.38	\$13,799.07	-\$161.31
Evanturel	464	449	-15		\$3,688.80	\$4,189.92	\$4,189.17	-\$0.75
Harley	526	551	25		\$4,181.70	\$4,749.78	\$5,140.83	\$391.05
Hilliard	227	223	-4		\$1,804.65	\$2,049.81	\$2,080.59	\$30.78
Hudson	457	503	46		\$3,633.15	\$4,126.71	\$4,692.99	\$566.28
James	474	420	-54		\$3,768.30	\$4,280.22	\$3,918.60	-\$361.62
Kerns	349	358	9		\$2,774.55	\$3,151.47	\$3,340.14	\$188.67
Temiskaming Shores	10125	9,920	-205		\$80,493.75	\$91,428.75	\$92,553.60	\$1,124.85
Thornloe	110	112	2		\$874.50	\$993.30	\$1,044.96	\$51.66
<b>TOTAL</b>	<b>17464</b>	<b>17,162</b>	<b>-302</b>		<b>\$138,838.80</b>	<b>\$157,699.92</b>	<b>\$160,121.46</b>	<b>\$2,421.54</b>

# Projections for 2018 to 2022

- Keep Municipal per Capita at \$9.33/capita
- Increasing fuel sales – Wabusk Air Ambulance approx. 800 lts/day
  - Canadian Aviation College hopefully will start purchasing fuel from ETRA
- With new T-Hangers, private plane movements will be up
  - More fuel sales
- With larger fuel tanks, more sales to Hercules, OPP, MNR planes
- More Charter flights with more awareness of our airport.
- Expansion of Canadian Aviation College, with more students and more planes flying

# Projections Continued

- Continue to attract new commercial Business Park tenants
- Investigate cost to run Water and Natural Gas down Airport Road
- Upgrade Line-Painting of Runway and Apron
- Repair Generator building roof
- If demand is there – Borrow to construct additional T-hangers
- Keep an eye open for good used Snow plow or sander
- Investigate regular Air Service between Earlton and Sudbury – possibly through Wabuska Air

**Earlton-Thiesskaming Regional Airport**  
**Profit & Loss Budget Overview**  
January through December 2018

	Jan 18	Feb 18	Mar 18	Apr 18	May 18	Jun 18	Jul 18	Aug 18	Sep 18	Oct 18	Nov 18	Dec 18	TOTAL Jan - Dec 18
<b>Ordinary Income/Expense</b>													
<b>Income</b>													
4385 - Aircraft Fuel Sales	1,000.00	14,000.00	22,000.00	15,000.00	22,000.00	22,000.00	22,000.00	22,000.00	20,000.00	18,000.00	18,000.00	15,000.00	216,000.00
4610 - Airfile Maint. Charge	1,000.00	400.00	5,770.00	450.00	450.00	400.00	1,400.00	400.00	400.00	400.00	400.00	400.00	16,720.00
4910 - Airplane Parking Fees	400.00		450.00	40.00		500.00	100.00	120.00	900.00	1,000.00			5,510.00
4355 - Fuel out fees	100.00	100.00		100.00	100.00		100.00				100.00	100.00	500.00
6410 - Fuel Rec. Ground Maint (Max. ecc)			3,800.00			1,400.00			1,500.00		100.00		7,700.00
4610 - Cost Rec. (Hydro)									1,000.00				1,000.00
4820 - Drug Fees							2,500.00		2,500.00				5,000.00
6440 - Interest	0.00	0.00	0.00	0.00	0.00	0.00	675.00	0.00	0.00	0.00	0.00	0.00	675.00
4940 - Landing Fees	7,000.00	8,000.00	6,800.00	6,000.00	7,000.00	7,100.00	7,100.00	8,500.00	10,000.00	7,000.00	4,700.00	5,100.00	83,000.00
4330 - Land Rental (House)	400.00						2,400.00				40,000.00		42,800.00
4386 - Municipal Code Violation			164,648.00										164,648.00
4385 - Other	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,000.00
4388 - Unrecognized gains				67,900.00	267,150.00			100,000.00					435,050.00
<b>Total Income</b>	<b>10,895.00</b>	<b>20,770.00</b>	<b>180,618.00</b>	<b>82,950.00</b>	<b>287,450.00</b>	<b>31,510.00</b>	<b>36,475.00</b>	<b>326,450.00</b>	<b>36,617.00</b>	<b>25,500.00</b>	<b>65,200.00</b>	<b>100,900.00</b>	<b>1,259,917.00</b>
<b>Expense</b>													
5010 - Advertising & Promotions							50.00						50.00
5012 - Aircraft Fuel Purchases	7,000.00	11,000.00	17,400.00	12,000.00	17,400.00	7,300.00	17,400.00	17,400.00	15,000.00	12,500.00	12,000.00	12,000.00	170,900.00
6760 - Bank Charges	1,450.00	600.00	770.00	510.00	650.00	870.00	470.00	470.00	400.00	300.00	400.00	400.00	5,910.00
6067 - Bookkeeping Services	500.00	500.00	640.00	640.00	640.00	840.00	500.00	640.00	500.00	500.00	500.00	500.00	7,000.00
5005 - Building Labour											1,000.00		1,000.00
6080 - Emp. pays Benefits	4,100.00	4,000.00	4,000.00	4,100.00	4,000.00	5,200.00	4,000.00	4,100.00	4,100.00	4,100.00	5,200.00	4,100.00	54,100.00
6086 - Emp. pays Salaries	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	18,800.00	12,500.00	12,500.00	12,500.00	12,500.00	18,800.00	12,500.00	164,000.00
5002 - Equipment Labour	750.00												750.00
6045 - Equipment Parts	1,200.00	40.00							2,500.00	1,000.00			4,440.00
6280 - Diesel	3,000.00	1,500.00	1,500.00						3,000.00	3,000.00	3,000.00	3,000.00	18,000.00
6130 - Electricity	3,900.00	2,500.00	2,500.00	2,500.00	1,400.00	1,400.00	1,000.00	1,000.00	1,000.00	1,000.00	2,400.00		20,000.00
5210 - Fuel Gas / Propane	1,000.00	4,000.00	7,000.00	700.00					200.00	3,000.00	2,000.00	2,000.00	18,000.00
6058 - Garbage	30.00		80.00		80.00		80.00		80.00		80.00		350.00
6250 - Gasoline	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,000.00
5125 - Insurance			2,158.14				2,158.64						4,316.78
5060 - Legal & Accounting		4,500.00											4,500.00
6140 - License/Membership/Subscription	600.00	200.00		400.00						250.00			2,050.00
6240 - Lubricants	70.00	80.00	80.00	120.00	120.00	80.00			200.00	200.00	200.00	200.00	970.00
5052 - Office Supplies	40.00	10.00	170.00	200.00	80.00	80.00	110.00	80.00	80.00	80.00	100.00	100.00	1,320.00
6060 - Other Expense	0.00	100.00	0.00	1.00	0.00	100.00	0.00	0.00	100.00	0.00	100.00	0.00	400.00
5110 - Postage & Freight	50.00			50.00	50.00				50.00				250.00
6160 - Sanitation/Ramp-up										1,500.00			1,500.00
6316 - Safety Management System (SMS)			4,000.00										4,000.00
5230 - Small Tools				100.00									100.00
6004 - Surface Structure Labour	400.00			500.00	400.00							170.00	1,470.00
5280 - Surface Structure Materials	500.00				250.00						250.00		1,000.00
5071 - Shop Supplies	70.00	30.00	80.00	80.00	180.00	110.00		80.00		30.00	100.00	100.00	650.00
6120 - Telephone	210.00	240.00	285.00	285.00	285.00	285.00	285.00	285.00	285.00	285.00	285.00	285.00	2,850.00
5125 - Training			800.00							1,000.00			1,800.00
6006 - Travel			50.00										50.00
<b>Total Expense</b>	<b>15,470.00</b>	<b>41,281.00</b>	<b>53,738.00</b>	<b>54,146.00</b>	<b>58,310.00</b>	<b>45,520.00</b>	<b>37,209.00</b>	<b>58,097.00</b>	<b>38,403.00</b>	<b>31,400.00</b>	<b>45,100.00</b>	<b>41,016.00</b>	<b>482,528.00</b>
<b>Net Ordinary Income</b>	<b>-10,647.00</b>	<b>-20,511.00</b>	<b>142,880.00</b>	<b>28,804.00</b>	<b>229,140.00</b>	<b>-14,010.00</b>	<b>-1,734.00</b>	<b>268,353.00</b>	<b>-2,786.00</b>	<b>-11,900.00</b>	<b>19,100.00</b>	<b>59,884.00</b>	<b>786,489.00</b>
<b>Other Income/Expense</b>													
<b>Other Expenses</b>													
610 - Airport Capital Expenditures						60,000.00	-		200,000.00	-	45,000.00	-	305,000.00
6100 - Hangar Capital Expenditures						300,000.00	-		100,000.00	-		-	400,000.00
<b>Total Other Expense</b>						<b>360,000.00</b>			<b>300,000.00</b>		<b>45,000.00</b>		<b>705,000.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-360,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-300,000.00</b>	<b>-45,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-705,000.00</b>
<b>Net Income</b>	<b>-10,647.00</b>	<b>-21,511.00</b>	<b>142,880.00</b>	<b>28,804.00</b>	<b>229,140.00</b>	<b>-14,010.00</b>	<b>-1,734.00</b>	<b>268,353.00</b>	<b>-2,786.00</b>	<b>-11,900.00</b>	<b>19,100.00</b>	<b>59,884.00</b>	<b>78,489.00</b>

\* CRACK SEALING  
+1 GRANULATOR

## Earlton-Timiskaming Regional Airport Profit & Loss Budget Overview

January through December 2018

	Jan 18	Feb 18	Mar 18	Apr 18	May 18	Jun 18	Jul 18	Aug 18	Sep 18	Oct 18	Nov 18	Dec 18	TOTAL Jan - Dec 18
<b>Ordinary Income/Expense</b>													
<b>Income</b>													
4365 - Aircraft Fuel Sales	10,000.00	14,000.00	22,000.00	15,000.00	22,000.00	22,000.00	22,000.00	22,000.00	20,000.00	16,000.00	16,000.00	15,000.00	216,000.00
4500 - Airfield Maint. Charge	1,900.00	482.00	5,770.00	482.00	482.00	482.00	1,400.00	482.00	482.00	1,900.00	482.00	1,780.00	16,124.00
4380 - Airplane Parking Fees	450.00		490.00	40.00		550.00	100.00	120.00	300.00	1,000.00		465.00	3,515.00
4355 - Call out fees	106.00	106.00	106.00	106.00	106.00		106.00				106.00	106.00	848.00
4480 - Cost Rec. Ground Maint.(Nav.etc									1,590.00		167.40		1,757.40
4510 - Cost Rec. (Hydro)			3,800.00			1,400.00			1,600.00			3,800.00	10,600.00
4520 - Drag Race							2,500.00		2,500.00				5,000.00
4440 - Interest	0.00	0.00	0.00	0.00	0.00	0.00	675.00	0.00	0.00	0.00	0.00	0.00	675.00
4340 - Landing Fees	7,900.00	6,100.00	6,800.00	6,000.00	7,000.00	7,100.00	7,100.00	8,500.00	10,000.00	7,600.00	4,700.00	5,100.00	83,900.00
4430 - Land Rental (Lease)	400.00						2,450.00				43,500.00		46,350.00
4395 - Municipal Contributions			154,548.00									3,000.00	157,548.00
4465 - Other	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
4999 - Uncategorized Income				67,950.00	267,750.00			308,250.00				71,550.00	715,500.00
<b>Total Income</b>	<b>20,856.00</b>	<b>20,788.00</b>	<b>193,614.00</b>	<b>89,678.00</b>	<b>297,438.00</b>	<b>31,632.00</b>	<b>36,431.00</b>	<b>339,452.00</b>	<b>36,572.00</b>	<b>26,600.00</b>	<b>65,055.40</b>	<b>100,901.00</b>	<b>1,259,017.40</b>
<b>Expense</b>													
5010 - Advertising & Donations							500.00						500.00
5012 - Aircraft Fuel Purchases	7,900.00	11,080.00	17,400.00	12,000.00	17,400.00	17,400.00	17,400.00	17,400.00	15,800.00	12,600.00	12,600.00	12,000.00	170,960.00
5100 - Bank Charges	145.00	500.00	750.00	315.00	650.00	800.00	400.00	425.00	450.00	360.00	200.00	400.00	5,395.00
5007 - Bookkeeping Services	580.00	580.00	640.00	640.00	640.00	640.00	580.00	640.00	580.00	580.00	580.00	580.00	7,260.00
5003 - Building Labour										700.00	500.00		1,200.00
5008 - Employee Benefits	4,168.00	4,168.00	4,168.00	4,168.00	4,168.00	6,230.00	4,168.00	4,168.00	4,168.00	4,168.00	6,230.00	4,168.00	54,140.00
5005 - Employee Salaries	12,630.00	12,630.00	12,630.00	12,630.00	12,630.00	18,880.00	12,630.00	12,630.00	12,630.00	12,630.00	18,880.00	12,630.00	164,060.00
5002 - Equipment Labour	750.00					450.00							1,200.00
5045 - Equipment Parts	1,200.00	40.00								2,500.00	1,000.00	700.00	5,440.00
5280 - Diesel	3,500.00	1,500.00	1,500.00								3,000.00	3,500.00	13,000.00
5130 - Electricity	3,300.00	2,500.00	2,800.00	2,000.00	1,400.00	1,400.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	2,400.00	20,800.00
5210 - Furnace Oil/Propane	4,000.00	4,000.00	2,000.00	400.00					200.00		3,000.00	3,000.00	16,600.00
5058 - Garbage	80.00		80.00		80.00		80.00		80.00		80.00		480.00
5220 - Gasoline	130.00	120.00	100.00	140.00	120.00	170.00	105.00	100.00	160.00	110.00	110.00	170.00	1,535.00
5125 - Insurance			3,156.10					3,056.64					6,212.74
5060 - Legal & Accounting		4,502.13											4,502.13
5040 - Licence/Membership/Subscription	600.00	200.00		400.00						250.00		600.00	2,050.00
5240 - Lubes, etc.	70.00	20.00	60.00	120.00	120.00	60.00				200.00	20.00	200.00	870.00
5052 - Office Supplies	40.00	110.00	170.00	350.00	85.00	50.00	110.00	80.00		80.00	160.00	100.00	1,335.00
5050 - Other - expense	0.00	100.00	0.00	0.00	0.00	100.00	0.00	0.00	100.00	0.00	100.00	0.00	400.00
5310 - Postage & Freight	90.00			90.00	20.00			90.00			90.00		380.00
5250 - Sand/Urea/Roundup										1,500.00			1,500.00
5315 - Safety Management System (SMS)			4,000.00										4,000.00
5230 - Small Tools				100.00									100.00
5004 - Surface Structure-Labour	400.00			500.00	400.00							170.00	1,470.00
5260 - Surface Structures-Materials	500.00				250.00						250.00	65.00	1,065.00
5071 - Shop Supplies	80.00	30.00	20.00	60.00	120.00	110.00		60.00		60.00	100.00	160.00	800.00
5120 - Telephone	240.00	235.00	235.00	235.00	235.00	235.00	235.00	235.00	235.00	235.00	235.00	235.00	2,825.00
5325 - Training			600.00						1,000.00				1,600.00
5055 - Travel			350.00						500.00				850.00
<b>Total Expense</b>	<b>40,403.00</b>	<b>42,295.13</b>	<b>50,659.10</b>	<b>34,148.00</b>	<b>38,318.00</b>	<b>46,525.00</b>	<b>37,208.00</b>	<b>39,884.64</b>	<b>35,403.00</b>	<b>38,473.00</b>	<b>48,135.00</b>	<b>41,078.00</b>	<b>492,529.87</b>
<b>Net Ordinary Income</b>	<b>-19,547.00</b>	<b>-21,507.13</b>	<b>142,954.90</b>	<b>55,530.00</b>	<b>259,120.00</b>	<b>-14,893.00</b>	<b>-777.00</b>	<b>299,567.36</b>	<b>1,169.00</b>	<b>-11,873.00</b>	<b>16,920.40</b>	<b>59,823.00</b>	<b>766,487.53</b>
<b>Other Income/Expense</b>													
<b>Other Expense</b>													
114 - Airport Capital Expenditures						60,000.00	-CARD LOCK		200,000.00	* 45,000.00	- GRAVEL		305,000.00
6100 - Hangar Capital Expenditures						300,000.00	-T-HANGERS		100,000.00	-			400,000.00
<b>Total Other Expense</b>						<b>360,000.00</b>			<b>300,000.00</b>	<b>45,000.00</b>			<b>705,000.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-360,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-300,000.00</b>	<b>-45,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-705,000.00</b>
<b>Net Income</b>	<b>-19,547.00</b>	<b>-21,507.13</b>	<b>142,954.90</b>	<b>55,530.00</b>	<b>259,120.00</b>	<b>-374,893.00</b>	<b>-777.00</b>	<b>299,567.36</b>	<b>-298,831.00</b>	<b>-56,873.00</b>	<b>16,920.40</b>	<b>59,823.00</b>	<b>61,487.53</b>

\* CRACK SEALING  
-1 GENERATOR

## EARLTON-TIMISKAMING REGIONAL AIRPORT

## Airport Operating Costs

Revenues	2016	2017	2018	2019	2020	2021
Municipal Contributions	\$147,610	\$157,548	\$157,699	\$157,699	\$157,699	\$157,699
Fuel Sales	\$138,407	\$165,360	\$216,000	258000	\$287,000	\$287,000
Other Revenues	\$158,785	\$163,599	\$161,301	\$164,301	\$205,301	\$205,301
<b>TOTAL</b>	<b>\$444,802</b>	<b>\$486,507</b>	<b>\$535,000</b>	<b>\$600,000</b>	<b>\$650,000</b>	<b>\$650,000</b>
<b>Expenses</b>						
Fuel Purchases	\$96,888	\$143,572	\$151,200	\$180,600	\$200,900	\$200,900
Wages and Benefits	\$202,717	\$207,834	\$213,660	\$237,933	\$242,292	\$242,292
Other Expenses	\$99,358	\$113,205	\$109,140	\$117,467	\$121,808	\$121,808
<b>TOTAL</b>	<b>\$398,963</b>	<b>\$464,611</b>	<b>\$474,000</b>	<b>\$536,000</b>	<b>\$565,000</b>	<b>\$565,000</b>
<b>Net</b>	<b>\$45,839</b>	<b>\$21,896</b>	<b>\$61,000</b>	<b>\$64,000</b>	<b>\$85,000</b>	<b>\$85,000</b>

# Draft Council Resolution for The Continued Support of the Joint Ownership of the ETRAA

- Whereas on April 1<sup>st</sup>, 2017, the thirteen municipalities entered into an agreement for the establishment of the Earlton-Timiskaming Regional Airport Authority, to provide for the joint ownership, management and funding of a joint airport undertaking.
- And Whereas the ETRAA has presented it's 5 year operational plan for the 2018-2022 period on Feb. 15, 2018, and this plan shall be approved by the municipal councils of each participating municipality, prior to April 1<sup>st</sup>, 2018.
- And Whereas, for each member municipality, that passes this resolution, the terms of the 2018-2022 Operational Plan shall be binding on all participating municipalities.
- Now therefore, the ETRAA board requests the ongoing support, by way of resolution, by March 31<sup>st</sup>, 2018, of the 13 member municipalities, for the next 5 year term,

And to accept membership of any additional municipalities, that may decide to join the ETRAA.

Questions?

**Corporation of the City of Temiskaming Shores**

**By-law No. 2018-024**

**Being a by-law to regulate Signs and to repeal  
all previous by-laws and amendments**

**Whereas** the Municipal Act S.O. 2001, Section 11 (3), paragraph 7 as amended authorizes Council to pass bylaws regulating structures, including fences and *signs*:

**And whereas** Sections 99 of The Municipal Act, S.O., 2001, C25 as amended establishes rules that apply to a bylaw of a municipality respecting advertising devices including *signs*;

**And whereas** section 391(c) of the Municipal Act, 2001 provides that a municipality may pass by-laws imposing fees or charges on any class of persons for the use of its property including property under its control;

**And whereas** section 398 (2) of the Municipal Act, 2001 provides that the treasurer of a local municipality may add fees and charges imposed by the municipality to the tax roll and collect them in the same manner as taxes;

**And whereas** Council considered Administrative Report No. CS-039-2017 at the November 21, 2017 Regular Council meeting and directed staff to prepare the necessary by-law for the regulation of signage in the City of Temiskaming Shores for consideration at the February 20, 2018 Regular Council meeting;

**And whereas** a public meeting was held at the December 5, 2017 Regular Council meeting resulting in consideration of Administrative Report CS-003-2018 at the February 6, 2018 Regular Council meeting acknowledging and approving the modifications to the proposed Sign By-law and directed staff to prepare the necessary by-law for a new Sign Policy for consideration at the February 20, 2018 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 regulate signs in the City of Temiskaming Shores, a copy attached hereto as Schedule "A" forming part of this by-law.
2. That this by-law shall come into force and take effect on the date of its final passing.
3. That By-law No. 2007-019, as amended is hereby repealed.
4. That the Municipal Clerk or his/her designate is hereby granted signing authority to act on the City's behalf with regards to entering into encroachment agreements with respect to signs, pursuant to this bylaw.

5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, 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 20<sup>th</sup> day of February, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen



Schedule "A" to

**By-law No. 2018-024**

**Sign By-law**

## Part 1 – Definitions of Words and Phrases

Definitions of words and phrases used in this by-law that are not included in the list of definitions in this section shall have the meanings as defined in Section 1.4.1.2 of the *Ontario Building Code* where provided and otherwise the meanings which are commonly assigned to them in the context in which they are used in this by-law.

The words defined in this section have the following meaning for the purposes of this by-law.

- 1.1 **Abandoned Sign** means a *sign* which no longer identifies or advertises a bona fide business, lesser, service, owner, product, or activity, or for which no legal owner can be found;
- 1.2 **Animation** means the direction of attention to a *sign* through the movement of one or more parts or through the impression of movement including color changes, flashing lights and *illumination* which exhibits noticeable changes in light intensity, but excludes digital time and/or temperature information, flags, *banners* or pennants;
- 1.3 **Animated Sign** means a *sign* that, whether by mechanical and/or electrical means is set in motion, which fixture is an integral part of the construction of said *sign* and shall include any moving or changing image or any animation;
- 1.4 **Billboard** means a *sign* that advertises a product or service available, or a business not conducted on the property where it is located;
- 1.5 **Building By-law** means the City of Temiskaming Shore By-law 2005-066 and amendments thereto, and any subsequent by-laws which may be enacted in substitution thereof;
- 1.6 **Building Code Act** means the Building Code Act, S.O. 1992, C23;
- 1.7 **By-law Enforcement Officer** means a person or persons duly appointed from time to time by *Council* to enforce regulatory by-laws of the Municipality;
- 1.8 **Candelas per square metre (cd/m<sup>2</sup>)** means a photometric measure of the luminous (intensity of light) per unit area of light travelling in a given direction from a sign;
- 1.9 **City** means the City of Temiskaming Shores;
- 1.10 **Council** means the Council of the City of Temiskaming Shores;
- 1.11 **Construction Site Sign** means an *incidental sign* erected by an individual or a firm on the premises undergoing construction or a property undergoing subdivision, for which the sign user is advertising or furnishing such items as labor, services, materials or financing;

- 1.12 Election Sign** means a temporary *sign* to promote the running candidate for public office during the *election campaign period*;
- 1.13 Encroachment Agreement** means a legal contract between the owner (applicant) of a *sign*, and the City with respect to the erection, construction or placement of a *sign* on or over City property, including road allowances;
- 1.14 Height of the Sign** means the vertical distance measured from the highest point of the *sign* to *grade*;
- 1.15 Illumination** means a method of giving forth artificial light, either directly from a source of light incorporated in or connected with a *sign*, or indirectly from an artificial source, so shielded that no direct illumination from it is visible elsewhere than on the *sign* and in the immediate proximity thereof;
- 1.16 No Parking here to Corner Sign** means any sign erected in accordance with the City Traffic By-law to restrict parking within certain distances of the intersection of 2 or more streets, roads, highways or public thoroughfares;
- 1.17 Ontario Building Code** means O. Reg. 332/12 made under the *Building Code Act*. S.O. 1992, c.23 and amendments thereto;
- 1.18 Park or Recreation Facility Sign** means a permanent *sign* which identifies a public park property, neighborhood park, or recreational facility. Information on the *sign* may also advise the public regarding programs or events occurring in the *City*;
- 1.19 Real Estate Sign** means a temporary *sign* used exclusively to advertise the sale, lease or rent of the property on which the *sign* is located;
- 1.20 Sandwich Board Sign or V Sign** means a *sign* not permanently attached which is set upon the ground and has no external support structure. For the purposes of this by-law such *signs* are deemed to be *portable signs*;
- 1.21 Sign, Signs or Signage** means any device, structure, painting, fixture or placard using forms, graphics, symbols, and or written *copy* intended for the primary purpose of identifying, providing directions to, or advertising any establishment, product, goods, services or events;
- 1.22 Sign Structure** means the combination of components necessary to support and keep the *sign* erect, taking into consideration the effects of live and dead loads, and the effects of wind and shall include, but limited to the foundations, above grade framing, fasteners and ancillary support methods;
- 1.23 Site Triangle** means that area lying within the triangle bounded by a line running from two points located 9 meters (29.52 feet) from the corner of any lot (being the hypotenuse of the triangle), and the lines from those two points to the same corner of the lot, where the lot corner is adjacent to an intersection of two or more streets, roads, highways or public thoroughfares.

**1.24 Zoning By-Law** means all current by-laws and amendments thereto and any subsequent by-laws which may be enacted in substitution therefore under the Planning Act with respect to land use within the *City* of Temiskaming Shores;

## **Part 2 – General Provisions**

Except as otherwise provided for in this By-law;

### **No person shall erect, construct or maintain:**

1. A sign, a guy wire, stay, brace or attachment thereto that is attached to or interferes with any utility wires, poles or supports thereof;
2. A sign that obstructs the means of egress from any building;
3. A sign where any part of the sign or the sign structure is located within the site triangle of an intersection.
4. A sign that interferes with any surface or underground facilities, conduits or lines for water, sewage, gas, electricity, or communications equipment;
5. A sign attached to a tree or other living vegetation;
6. A sign that interferes with any traffic, warning or instructional signs;
7. A sign that promotes violence, hatred, or contempt against any sector of the public distinguished by colour, race, ancestry, ethnic origin, sexual orientation or disability;
8. An illuminated sign that incorporates a strobe light;
9. A sign that interferes with or obstructs the movement of vehicle traffic, maintenance equipment or interferes with or obstructs the free movement of pedestrians or persons in wheelchairs or like conveyances located on or adjacent to public sidewalks, streets or road allowances;
10. An illuminated sign that does not have the light source concealed in order to prevent glare or which is directed at or may cause a hazard on any public thoroughfare;
11. A sign located on or within a highway corridor, a public sidewalk, street or road allowance, or other City owned land without first entering into an encroachment agreement with respect to signs with the City;
12. Notwithstanding the requirement of this subsection, the requirements for entering into an encroachment agreement with respect to signs does not apply where the

- sign promotes or is in support of an event sanctioned by, or affiliated with the City of Temiskaming Shores;
13. A sign located within 400 meters from Provincial Highways No. 11, 11B, 65 East, 65 West, 567, or 558 without first obtaining any necessary permission from the Provincial Ministry of Transportation;
  14. A sign which projects over vehicular traffic areas with a minimum clearance above grade of less than 4.5 m (14.8 ft.);
  15. A sign which projects over pedestrian sidewalks with a minimum clearance of above grade of less than 3 m (9.8 ft.);
  16. A sign that identifies, provides directions to, or advertises any establishment, product, goods, service or event that is not in conformance with the permitted use of the property as established by the Zoning By-law or any other municipal by-law or Provincial or Federal government regulation.
  17. A sign that encroaches onto a public sidewalk or road allowance at the corner of an intersection of 2 or more streets, roads, highways or public thoroughfares and a No Parking Here to Corner Sign is not so located; no part of the sign or the sign structure shall be located within the site triangle of the intersection.

### **Part 3 – Permitted Signs**

Where the use of the land or property is legal non-conforming in relation to the *Zoning By-law*, *signage* is permitted in accordance with the existing non-conforming use of the land.

#### **3.1 Existing Signs**

- a. Where a *sign*, **other than a billboard sign**, which is existing on the date of passing of this by-law, was erected or constructed in conformance with the terms of a permission to erect a *sign* issued under the authority of by-laws of the City of Temiskaming Shores, the erection and construction of the *sign* shall be deemed to be in compliance with this by-law;
- b. Where a sign which is existing on the day of passing of this by-law was not erected or constructed in conformance with the terms of a permission to erect a sign issued under the authority of by-laws the City of Temiskaming Shores, the sign shall be considered to be in contravention of this By-law;
- c. Where a Billboard Sign which is existing on the day of passing of this by-law was erected or constructed on private property in conformance with the terms of a permission to erect a sign issued under the authority of by-laws of the former municipalities comprising the City of Temiskaming Shores, the permissions are deemed to terminate on the date of passing of this by-law or the date which any

permissions with respect to the sign has expired. Such signs shall be considered as abandoned signs;

- d. Where a Billboard Sign which is existing on the day of passing of this by-law was erected or constructed on public lands including road allowances in conformance with the terms of a permission to erect a sign issued under the authority of by-laws of the City of Temiskaming Shores, the permissions are deemed to terminate on the date which any permissions with respect to the sign has expired;
- e. Where any Billboard Sign which is existing on the day of passing of this by-law was not erected or constructed in conformance within the terms of a permission to erect a sign issued under the authority of the City of Temiskaming Shores, such *signs* shall be considered not in conformance with this by-law;

### 3.2 Billboard Signs

*Billboard signs* may be permitted on *City* property including road allowances, subject to the *person* entering into an *encroachment agreement* with the City and all *Billboard signs* shall conform with the following:

- a. The message on the billboard *sign* shall not promote violence, hatred, or contempt against any sector of the public distinguished by colour, race, ancestry, ethnic origin, sexual orientation or disability;
- b. The Billboard sign shall not be located within 90 m (295 ft.) horizontal distance of another Billboard sign per direction. In situations where a Billboard sign has been erected to be viewed on the left hand side of the roadway by a motorist, no additional Billboard signs are permitted on the opposite side of the roadway within the horizontal distance calculation;
- c. The setback distances for Billboard signs erected within 400 m (1,312.3 ft.) of a Provincial Highway shall be as established by the Ministry of Transportation;
- d. A Billboard sign shall not be located within 90 m (295 ft.) horizontal distance of a Residential (R) zone without the consent of Council through resolution;
- e. The setback distances for Billboard signs and their supporting structure from the nearest edge of the traveled portion of a roadway or highway that is not a Provincial Highway are as follows:

Area of Sign	Minimum Setback
Up to 3 m <sup>2</sup> (32.3 ft <sup>2</sup> )	6 m (19.7 ft.)
Over 3 m <sup>2</sup> up to 14 m <sup>2</sup> (150.7 ft <sup>2</sup> )	9 m (29.5 ft.)
Over 14 m <sup>2</sup> (150.7 ft <sup>2</sup> )	18 m (59.1 ft.)
Signage over 24 m <sup>2</sup> (258.3 ft <sup>2</sup> ) are not permitted	

**Notes:**

1. Notwithstanding the above, the minimum setback distance to the travelled portion of the roadway may be reduced to 3.5 m (11.5 ft.) for billboard signs and their supporting structures, where the area of sign is less than 6 m<sup>2</sup> (64.6 ft<sup>2</sup>) and the sign promotes, or is in support of an event sanctioned by, or affiliated with the City of Temiskaming Shores during of the period commencing 50 days prior to the event, and ending 14 days after the event.

- f. No Billboard sign shall be erected within 15 m (50 ft.) of the intersection of a roadway with another roadway, highway or railway that would impede sight lines.

### 3.3 Electronic Text Message and/or Electronic Billboard Signage

- a. An Electronic Text Message and/or Electronic Billboard sign is permitted in any zone with the exception of Residential or on lands with the following uses as defined by the applicable zoning by-law: an arena, a recreation centre, a fire station, a police station, a museum, an art gallery, a public administration office, a school, a church, a hospital, a college/university provided the sign is set back more than 1.5 m (4.9 ft.) from the road allowance.

**Note:** if any portion of the sign is proposed to be located within the Road Allowance an Encroachment Agreement is required;

- b. An Electronic Price Indicator Sign is permitted on a lot with a service station, hotel with a static text message displaying a price or vacancy;
- c. No Electronic Sign shall:
- i. Emit sound;
  - ii. Change the brightness during the transitioning of messages;
  - iii. Contain message(s) that creates the effect of shaking, spinning, twirling, pulsing or flashing;
  - iv. Contain the words or phrases, 'Stop', 'Go Slow', 'Caution', 'Danger', 'Warning', 'Emergency', 'Yield', or 'Detour', unless such word or phrase is part of the name of a business or product and is displayed solely to identify such business or product;
  - v. Be left on if malfunctioning such that the sign is no longer effective in delivering the message.
- d. The message/image shall be displayed continuously in a static manner and without change for a period of time not less than 10 seconds;
- e. The transition time of the message/image shall be no longer than 0.3 seconds and shall be a change of the entire message/image;
- f. No Text Message and/or Electronic Billboard sign shall have any part of it exceed a luminance of 6,000 candelas per square metre (cd/m<sup>2</sup>) between sunrise and sunset, and 300 cd/m<sup>2</sup> between sunset and sunrise, with sunrise and sunset

times being determined according to the National Research Council of Canada Sunrise/Sunset Calculator;

- g. Only one (1) Electronic Text Message and/or Electronic Billboard Sign is permitted per property.

**Note:** if a property contains multiple businesses and desires an additional Electronic Text Message and/or Electronic Billboard Sign approval from Council is required.

### 3.4 Sandwich Board Signs

- a. A Sandwich Board or V Sign may be placed on a public sidewalk or road allowance (not the travelled portion of the roadway) without entering into an encroachment agreement with the City;
- b. No Sandwich Board or V sign shall be located as to obstruct the straight free movement of pedestrians or persons using mobility aids or like conveyances, and in no case shall the width of unobstructed conveyance be less than 1.5 meters (5 feet) in width.
- c. The Sandwich Board or V sign shall comply with the following:  
Max. Area = 1 m<sup>2</sup> (10.7 ft<sup>2</sup>)    Max. Height = 1.2 m (4 ft.)    Max. Width = 1 m (3.3 ft.);
- d. No part of the sign or the sign structure shall be located closer to an intersection than any No Parking Here to Corner sign;
- e. No Sandwich Board or V sign shall be illuminated or electrified;
- f. The sign shall be securely anchored to the ground by mechanical means so as to resist anticipated wind loads;
- g. The sign may only be displayed at such time as the establishment which it is identifying, providing directions to, or advertising a product, goods or service or event for, is open for business;
- h. No Sandwich Board or V sign shall be displayed to impede maintenance operations (i.e. snow removal / snow clearing) performed from time to time.

## Part 4 – Real Estate Signs

Subject to all other provisions of this By-law the following *signs* may be erected without obtaining an Encroachment Permit as follows:

1. In Residential (R) zones, one *real estate sign*, provided the *area of sign* shall not exceed 1.5 m<sup>2</sup> (16.1 ft.<sup>2</sup>) for a one sided *sign*, or 3 m<sup>2</sup> (32.3 ft.<sup>2</sup>) for a *two (2) sided sign*;

2. In all zones other than Residential (R) zones one real estate sign provided the area of sign shall not exceed 3 m<sup>2</sup> (32.3 ft.<sup>2</sup>) for a one sided sign, or 6 m<sup>2</sup> (64.6 ft.<sup>2</sup>) for a two (2) sided sign, and it is removed within 7 days after the sale, rental or lease has been accomplished.

## **Part 5 – Election Signs**

The Election Campaign period, in the case of elections for Federal and Provincial politicians is the time period beginning on the day the election is called and ending on the day voting takes place.

The Election Campaign period, in the case of elections for Municipal and School Board politicians is the time period beginning on the day nominations are certified by the Clerk and ending on the day voting takes place.

Election signs erected or constructed during an election campaign period shall be removed within 3 calendar days following the election campaign period. Such signs shall be securely affixed to the ground, and must not create a hazard or obstruction to pedestrian or vehicular traffic.

Election signs may be erected or constructed on candidate's campaign offices located on private property during the period commencing 90 calendar days prior to the election day and shall be removed within 3 calendar days following the election campaign period and must be in conformance with all other requirements of this bylaw.

## **Part 6 – Exemptions**

Subject to all other provisions of this By-law the following *signs* may be erected without obtaining an Encroachment Permit as follows:

1. One construction site sign per construction project provided the area of sign does not exceed 3 m<sup>2</sup> (32.3 ft.<sup>2</sup>) for a one sided sign, or 3 m<sup>2</sup> (32.3 ft.<sup>2</sup>) per side for a two (2) sided sign and the sign shall be erected no more than 14 days prior to the beginning of construction for which a valid building permit has been issued, shall be confined to the site of construction, and shall be removed 5 days after completion of construction and prior to occupancy.
2. All signs erected or constructed by the City on City owned property, including parklands, road allowances or facilities including municipal buildings bus shelters, and garbage/recycling containers provided the sign is in conformance with all other sections of this by-law and shall include park or recreation facility signs.
3. Election signs erected or constructed on private property and or on public property, including road allowances on behalf of candidates for public office during an election campaign period. The election signs shall be removed within 3 calendar days following the election campaign period. Such signs shall be securely affixed

to the ground, and must not create a hazard or obstruction to pedestrian or vehicular traffic.

4. Signs which promote or are in support of events and/or projects sanctioned by, or affiliated with the City of Temiskaming Shores.

## **Part 7 – Abandoned Signs**

Except as otherwise provided in this By-law, any *sign* which pertains to a time, event, business or purpose which no longer applies or no longer fulfills its function under the terms of a permissions to erect a *sign* issued under the authority of by-laws of the former municipalities comprising the City of Temiskaming Shores, or this by-law, shall be deemed to be an *abandoned sign*.

A *By-Law Enforcement Officer* may order the removal of an *abandoned sign* by giving written notice to the property owner who shall remove the *sign* and related *sign structure* within 30 days of the date of the notice of removal. The property owner shall bear all costs related to such removal. If such actions are not completed in the times prescribed the notice the given by the *By-Law Enforcement Officer*, the City may remove the *signs* and collect the costs in like manner as taxes.

## **Part 8 - Offences**

No person shall erect, construct, place, display, rebuild, reconstruct, alter, maintain or move or cause, suffer or permit the erecting, placing, construction, displaying, rebuilding, reconstructing, altering, maintaining or moving of any *sign* contrary to the provisions of this By-law.

## **Part 9 - Penalties**

Every person who contravenes or violates any of the provisions of this By-law, or who causes, suffers, or permits any act or thing to be done in contravention or in violation of any of the provisions of this By-law, or who neglects or refrains from doing anything required to be done by any of the provisions of this By-law, or who carries out or who suffers, causes or permits to be carried out any development in a manner prohibited by or contrary to any of the provisions of this By-law, or who fails to comply with any order, direction or notice given under this By-law, is guilty of an offence and is subject to a fine recoverable under the Provincial Offences Act.

## **Part 10 - Inspection**

The *By-law Enforcement Officer* for the City of Temiskaming Shores is hereby authorized to enter, at all reasonable times upon any property or premises subject to

this By-law to ascertain whether the requirements of this By-law are being or have been complied with.

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### Appendices

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Appendix 01: "Encroachment Agreement Fee Schedule"

Appendix 02: **Template:** "Encroachment Agreement with Respect to Signs"

### **Encroachment Agreement Fee Schedule**

#### ***Annual Fee***

- |   |                  |
|---|------------------|
| ➤ Less than 1 m <sup>2</sup> (10.8 ft <sup>2</sup> )    | <b>\$ 50.00</b>  |
| ➤ Greater than 1 m <sup>2</sup> (10.8 ft <sup>2</sup> ) | <b>\$ 100.00</b> |
| ➤ City sanctioned event                                 | <b>No Charge</b> |
| ➤ Not for profit group or Service Club                  | <b>No Charge</b> |
| ➤ Community Service Initiative *                        | <b>No Charge</b> |

\* Examples: Share the Road, Heritage Museum, Health Unit, MADD, etc.

Template

**Encroachment Agreement with Respect to Signs**

This agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**Between:**

**City of Temiskaming Shores**  
(Hereinafter referred to as the "City")

**and:**

**Insert Applicant's Name**  
(Hereinafter referred to as the "Applicant")

**Whereas** the Applicant has requested permission from the City to encroach upon municipally owned lands for the purpose of erecting signage;

**And whereas** the City may, by by-law, regulate the use of highways and public places and establish terms and conditions according to which a person may encumber or construct on a highway or public place;

**And whereas** the City has enacted Sign By-law No. 2017-000 authorizing the encroachment onto highways and public place in the City on the terms and conditions set out in this Agreement;

**Now therefore** the City and the Applicant in consideration of the applicable Encroachment Fee and covenants herein contained agree as follows:

1. The City hereby grants to the Applicant permission to encroach upon the portion of the land as generally illustrated in Schedule "A", a copy of which is attached hereto;
2. This agreement shall be for a term of \_\_\_\_\_ (\_\_\_\_\_) years, commencing on \_\_\_\_\_, 20\_\_\_\_ and terminating on \_\_\_\_\_, 20\_\_\_\_ (the "Term")
3. The Applicant acknowledges and agrees that the encroachment is upon a highway or a public place and that the City has limited power to authorize the private use of highways and public places. The Applicant further acknowledges and agrees that any rights granted by the City to the Applicant by this agreement are not exclusive and are subject to the public's right to pass and repass and that the City has full authority pursuant to this Agreement to require the removal of the sign at any time without notice and without compensation to the Owner;

4. Prior to installation/construction of the signage, the Applicant shall provide to the City detailed plans and specifications showing the intended location of the construction of the Encroachment;
5. The Applicant is responsible for ensuring that the structural design of the sign and support system is adequate to withstand the effects of snow and wind loads;
6. The Applicant shall indemnify and save harmless the City from and against all actions, proceedings, claims and demands by any person and shall reimburse the City for all damages and expenses caused or contributed to by the negligence or other default of the Applicant in respect of anything done pursuant or ostensibly pursuant to this Agreement including without limitation the construction, installation, maintenance and/or repair of the Encroachment;
7. The Applicant covenants and agrees with the City that the Applicant shall maintain at its sole expense comprehensive general liability insurance providing coverage for acts or omissions by the Applicant, its employees and agents in the amount of not less than One Million (\$1,000,000.00) Dollars per occurrence, all inclusive, and the insurance policy shall:
  - (a) name the City as an additional insured;
  - (b) be issued by an insurance company entitled under provincial law to carry on business in Ontario;
  - (c) state that the policy:
    - (i) applies to each insured in the same manner and to the same extent as if a separate policy of insurance had been issued to each insured; and
    - (ii) cannot be cancelled, lapsed or materially changed without thirty (30) days written notice to the City;
  - (d) be maintained for a period ending twelve months after this Agreement is terminated, and
  - (e) not include any deductible amount greater than Five Thousand (\$5,000.00) Dollars per occurrence.
8. The Applicant shall provide the City with a copy of the required policy upon demand and shall thereafter provide copies of any amendment to the policy;
9. The Applicant shall at all times keep and maintain the Sign and the area in good and sufficient repair to the satisfaction of the City;
10. The Applicant shall give prior notice to the City of its intention to perform any construction, maintenance or repairs related to this Encroachment not less than three (3) business days;

11. The Applicant shall use all reasonable efforts to cause a minimum of obstruction and inconvenience during the construction, installation, maintenance or repairs of the signage, and shall place and maintain such warning signs, barricades, lights or flares at or near the site of any work in progress as will give reasonable warning and protection to members of the public;
12. Except as expressly authorized in writing by the City, the installation shall be in such a manner as not to interfere with any existing utilities located on the highway either above or below grade. It is the responsibility of the Applicant to ensure proper locates are obtained prior to installation;
13. The Applicant shall provide, if requested by the City, as-built plans of the Encroachment within one (1) month of completion of its construction;
14. Any relocation of signage is necessitated for the installation of utility infrastructure, the City shall provide notice to the applicant and all expenses related to the removal or relocation of the signage will be at sole expense of the Applicant;
15. 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 Applicant:

**Insert Name**  
P.O. Box 000  
Somewhere in, Ontario  
P0J 1P0

The City:

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

16. The Applicant understands and agrees that the City may at any time, in its sole discretion, withdraw the rights it has granted herein to the Applicant by giving five (5) days notice to the Applicant in writing. In the event of such withdrawal, for any cause or reason whatsoever, the Applicant shall, at its own expense, within such time as may be specified by the City, remove the signage and restore the area to its original state to the satisfaction of the City;

17. If the Applicant fails to remove the signage as required, the City may remove the signage. The cost of such removal will be a debt due and owing to the City by the Applicant;
18. The Applicant shall not be entitled to compensation for injuries affection or disturbance resulting in any way from the installation or removal of the signage and, without limitation, shall not be entitled to business losses, loss of profit, loss of market value, relocation costs or other consequential loss by reason of the installation or removal of the signage;
19. This Agreement shall ensure to the benefit of and be binding on the parties and their respective successors and assigns;

**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 )

Applicant's Seal )  
(if applicable) )

Municipal Seal )

**Insert Name of Applicant**

\_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Municipal Clerk - \_\_\_\_\_

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

**By-law No. 2018-025**

**Being a by-law to enter into an agreement between the City of Temiskaming Shores and Radio Engineering Industries Inc. for the supply and installation of On-Board Video Surveillance System for the Temiskaming Transit**

**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 PW-004-2018 at the February 20, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and agreement with Radio Engineering Industries Inc. for the supply and installation of On-board Video Surveillance System for the Temiskaming Transit for consideration at the February 20, 2018 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with Radio Engineering Industries Inc. for the supply and installation of video surveillance cameras in the Temiskaming Transit vehicles in the amount of \$30,488.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 20<sup>th</sup> day of February, 2018.

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Mayor – Carman Kidd

---

Clerk – David B. Treen

**This purchase agreement**, made in triplicate, for the **Supply and Install of an On-Board Video Surveillance System**

is effective as of the  
**February 20, 2018**

Between:

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

325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

(“the Purchaser”)

And:

**Radio Engineering Industries Inc.**

(“the Supplier”)

In consideration of their respective agreements set out below and subject to the terms of the Master Agreement between Metrolinx and Radio Engineering Industries Inc., dated December 13, 2017

the Parties covenant and agree as follows:

**Article 1 – Definitions, Interpretation and General Provisions**

**1.01 Defined Terms**

Unless otherwise specified or the context otherwise requires, for the purposes of this Agreement the following terms have the following meanings:

“**Defect**” means any

- a) deficiency disclosed by the Supplier or otherwise discovered by the Purchaser in respect of the deliverables; or
- b) patent or latent malfunction or failure in manufacture, installation, or design of any material, component or system;

“**Free On Board**” or “**FOB**” means the Supplier bears the cost and risks associated with transportation, up to and including the delivery of the systems, equipment and all components. to the Purchaser’s destination specified in the Purchase Agreement;

“**Master Agreement**” means the agreement made between the Supplier and Metrolinx for the provision of On-Board Video Surveillance System to Purchasers during the Term including all of its schedules;

“**Metrolinx Address**” means:

97 Front Street West

Toronto, Ontario  
M5J 1E6  
**Metrolinx Representative:**  
Title: Manager, Transit Procurement  
Telephone: 416-202-5604  
Email: [yolanda.dasilva@metrolinx.com](mailto:yolanda.dasilva@metrolinx.com)

“**Parties**” means the Purchaser and the Supplier;

“**Purchase Agreement**” or “**PA**” means this agreement (including all Appendices) entered into between Supplier and the Purchaser, in accordance with the RFP and the Master Agreement; which is also referred to herein as the Agreement;

“**Term**” means, subject to any termination rights set out in the Master Agreement or this Purchase Agreement, the period of time from the date of signature of the Master Agreement up to and including the later of.

- (a) December 31, 2018;
- (b) in the event a Purchaser elects to exercise an Option Year, ending one subsequent year after completion of original term; or
- (c) the date on which all deliverables as required under the contract have been delivered and accepted by all Purchasers;

**All other capitalized terms used in this Agreement have the meanings ascribed to them in the Master Agreement.**

## **1.02 Appendices**

The Appendices to this PA form a part of this PA and are as follows:

- Appendix 01 (Deliverables)
- Appendix 02 (Price)

## **1.03 Interpretive Value of Contract Documents**

In the event of a conflict or inconsistency in any provisions in the Contract for the purposes of this PA alone: (a) the main body of the PA shall govern over the Appendices to the PA; (b) subject to the last sentence of Section 3.04 (c) of the Master Agreement, the Master Agreement (including its Schedules) shall govern over the Purchase Agreement; (c) the Master Agreement (including its Schedules) and the Purchase Agreement shall govern over the RFP and the Proposal; and (d) the RFP shall govern over the Proposal.

#### **1.04 Notices by Prescribed Means**

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery, e-mail or facsimile and shall be addressed to, respectively, the Purchaser’s Address to the attention of the Purchaser’s Representative, to the Metrolinx Address to the attention of the Metrolinx Representative and to the Supplier Address to the attention of the Supplier Representative. Notices shall be deemed to have been given (a) in the case of postage-prepaid envelope, seven (7) calendar days after such notice is mailed; or (b) in the case of personal delivery or facsimile one (1) calendar day after such notice is received by the other Party. In the event of a postal disruption, notices must be given by personal delivery or by facsimile. Unless the Parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph. The Parties may amend their respective addresses (Purchaser’s Address and the Supplier Address), by providing to the other at least fourteen (14) calendar days written notice of such change in compliance with the terms of this section 1.04.

#### **1.05 No Subcontracting or Assignment**

The Supplier shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent (a) with respect to the Master Agreement or the Contract as a whole, of Metrolinx; and (b) with respect to this Purchase Agreement, of the Purchaser. Such consent shall be in the sole discretion of Metrolinx and/or the Purchaser respectively as the case may be, and may be subject to the terms and conditions that may be imposed by Metrolinx and/or the Purchaser. Without limiting the generality of the conditions which Metrolinx and/or the Purchaser may require prior to consenting to the Supplier’s use of a subcontractor, every contract entered into by the Supplier with a subcontractor shall adopt all of the terms and conditions of this Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract, nor any consent granted under this paragraph, shall create a contractual relationship between any subcontractor or its employees and Metrolinx or the Purchaser.

#### **1.06 Duty to Disclose Change of Control**

In the event that the Supplier undergoes a change in control, either de facto or de jure, the Supplier shall immediately disclose such change in control to the Purchaser and shall comply with any terms and conditions subsequently prescribed by the Purchaser resulting from the disclosure.

#### **1.07 Conflict of Interest**

The Supplier shall (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations to both the Project Manager and the relevant Purchaser; and (c) comply with any requirements prescribed by Metrolinx or the Purchaser to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Purchaser may, at its sole

and absolute discretion, immediately terminate the PA upon giving notice to the Supplier where (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by Metrolinx and/or the Purchaser to resolve a Conflict of Interest; or (c) the Supplier’s Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of the PA.

## **Article 2 – Master Agreement**

### **2.01 Master Agreement**

The terms and conditions of the Master Agreement (other than Section 11.05 of the Master Agreement and any other provision which when incorporated into this Purchase Agreement would result in this Purchase Agreement not being a binding obligation of the parties hereto). are incorporated herein unless otherwise specified in this Agreement and for such purposes, the Purchaser shall be read as Metrolinx, and, without limiting this paragraph, the duties owing to Metrolinx under the Master Agreement shall also be owing to the Purchaser and the rights exercisable by Metrolinx shall also be exercisable by the Purchaser. Notwithstanding the foregoing it is agreed and acknowledged by the Parties to this Purchase Agreement that the contractual relationship between the Supplier and the Purchaser for any Deliverables is exclusively between those Parties.

## **Article 3 – Representatives for Purchase Agreement**

### **3.01 Supplier Representative**

The Supplier’s representative for purposes of this Purchase Agreement shall be:

**Manufacturing & Technology Centre (MTC)**  
220 Water Street  
Whitby, Ontario  
L1N 0G9

**Supplier acknowledges and agrees that the Supplier’s representative named above has authority to legally bind the Supplier.**

### **3.02 Purchaser Representative**

The Purchaser representative for purposes of this Purchase Agreement shall be:

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

Representative:

Mitch Lafreniere, Manager of Physical Assets  
Phone No.: 705-672-3363 Ext. 4113  
Fax No.: 705-672-3200  
Email: [mlafreniere@temiskamingshores.ca](mailto:mlafreniere@temiskamingshores.ca)

## **Article 4 – Term of Purchase Agreement**

### **4.01 Term**

This Purchase Agreement shall expire at the end of the Term.

### **4.02 Immediate Termination of Contract**

The Purchaser may, on seven days’ written notice, terminate the PA upon giving notice to the Supplier where:

- I. the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier’s insolvency;
- II. the Supplier breaches any provision in Article 14 (Confidentiality and MFIPPA) of the PA;
- III. the Supplier breaches the Conflict of Interest paragraph in Article 1 (Definitions, Interpretation and General Provisions) of the PA;
- IV. the Supplier, prior to or after executing the PA, makes a material misrepresentation or omission or provides materially inaccurate information to the Purchaser;
- V. the Supplier, prior to or after executing the PA, makes a material misrepresentation or omission, or provides materially inaccurate information in respect of Canadian Content, or otherwise fails to comply with Canadian Content Requirements in respect of the Deliverables;
- VI. the Supplier undergoes a change in control which, in the sole opinion of the Purchaser, adversely affects the Supplier’s ability to satisfy some or all of its obligations under the PA;
- VII. the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the PA without first obtaining the written approval of the Purchaser and/or Metrolinx as the case may be; or
- VIII. the Supplier’s acts or omissions constitute a substantial failure of performance provided that the Purchaser has provided the Supplier with written notice of such failure and the Supplier has not cured the failure (where such failure is curable) to the Purchaser reasonable satisfaction within ten business days after receipt of the written notice with details of the failure and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

### **4.03 Dispute Resolution by Rectification Notice**

Subject to the above paragraph, where the Supplier fails to comply with any of its obligations under the PA, the Purchaser may issue a rectification notice to the Supplier

setting out the manner and time frame for rectification. Within ten (10) calendar days of receipt of that notice the Supplier shall either (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Purchaser. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Purchaser may immediately terminate the Purchase Agreement. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow the Purchaser to immediately terminate the Purchase Agreement.

#### **4.04 Supplier’s Payment Upon Termination**

The Purchaser shall only be responsible for the payments contemplated by the Purchase Agreement for the Deliverables or portions thereof as have been completed or assembled by the Supplier up to and including the effective date of any termination unless instructions for a later effective date have been provided in writing by a Purchaser to the contrary. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the Purchaser may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

#### **4.05 Termination on Notice**

The Purchaser reserves the right to terminate the PA without cause upon sixty (60) calendar days prior written notice to the Supplier. Notwithstanding anything in this PA to the contrary, in the event of termination under this section 4.05, and subject to the Supplier’s obligation to mitigate as set out in this section 4.05, the Purchaser shall be responsible for the payment of the Supplier’s direct, verifiable costs relating to such Deliverables or portions thereof as have been completed or assembled by the Supplier up to and including the effective date of termination. Notwithstanding the foregoing, in reducing the Supplier’s costs the Supplier shall be obligated to first utilize, set aside or apply such Deliverables or portions thereof as may be necessary to satisfy its obligations under other existing Purchase Agreements or third-party agreements prior to the Purchaser’s payment for such items pursuant to this section 4.05.

### **Article 5 – Performance by Supplier**

#### **5.01 Supplier to Comply With Reasonable Change Requests**

The Purchaser may, in writing, request changes to the PA, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable Purchaser change requests and the performance of such requests shall be in accordance with the terms and conditions of the Contract. If the Supplier is unable to comply with the change request, it shall promptly notify the Purchaser and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the Parties to this PA.

If the Supplier is of the reasonable opinion that it is necessary for reasons beyond the Supplier’s control to alter, deduct from, add to or omit any part of the Deliverables to accomplish the results intended by the Contract, it shall provide written notice of this requirement and details of same to the Purchaser. The Purchaser may in its sole discretion determine whether or not to accept such proposed change and such change request shall not be effective until a written agreement reflecting the change has been executed by the Parties to this Agreement. Subject to section 5.02, in no event will any such change result in an increase to the Price.

### **5.02 Pricing for Requested Changes**

Where a Purchaser change request includes an increase in the scope of the previously contemplated Deliverables, the Purchaser shall set out, in its change request, the proposed reasonable market Prices for the contemplated changes. Where the reasonable market Prices in effect at the time of the change request:

- (a) include reasonable market pricing for the particular type of goods or services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those goods or services at reasonable market prices consistent with those Prices; or
- (b) are silent to the applicable Price for the particular goods or services contemplated in the change request, the Price shall be negotiated between the Purchaser and the Supplier within a reasonable period of time;
- (c) if the Purchaser identifies that they would like to supply certain components (i.e. customer supplied components), in lieu of those provided by the Supplier, the Supplier is to design and install such items at a reasonable market price, and be able to provide justification for their pricing;

and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the Parties.

### **5.03 Rights and Remedies and Supplier Obligations Not Limited to Contract**

The express rights and remedies of the Purchaser and obligations of the Supplier set out in the Contract are in addition to and shall not limit any other rights and remedies available to the Purchaser or any other obligations of the Supplier at law or in equity, except as specifically stated herein.

### **5.04 Price Adjustments Due to Regulation and/or Statutory Changes**

**Not Applicable**

### **5.05 Favourable Pricing**

If the Supplier is able to offer any one Purchaser a Price reduction with respect to any of

the Options set out in Schedule 1 to the Master Agreement, it shall make a similar offer to every other Purchaser.

### **5.06 Exclusivity and Work Volumes**

The Supplier will be the exclusive provider of the Deliverables to the Purchasers during the Term. Metrolinx makes no representation regarding the volume of goods and services to be ordered by the Purchasers under the Contract.

## **Article 6 – Deliverables, Prices and Payment Process**

### **6.01 Deliverables, Prices and Payment Process**

The Supplier agrees to provide the Deliverables to the Purchaser in compliance with the Master Agreement and as more particularly specified in Appendix 01 (Deliverables) to this Purchase Agreement. Subject to the Master Agreement, the Price for the provision of the Deliverables shall be as specified in Appendix 02 (Price) to this Purchase Agreement. Unless otherwise specified in Appendix 02 (Price), the Supplier shall invoice the Purchaser for the Deliverables provided under this Purchase Agreement in accordance with the terms set out in section 6.02 of this PA.

### **6.02 Invoicing and Payments**

The ordering Purchaser(s) shall be invoiced in accordance with the following procedures unless otherwise specified in the Purchase Agreement. Payment will be made only in Canadian funds. Terms for payment of invoices shall be net 30 calendar days from the date of acceptance of the system by the Purchaser in accordance with this Agreement.

All invoices covering purchases by each Purchaser must:

- (a) Itemize any applicable taxes owing separate from the unit cost of Deliverables;
- (b) Indicate the unit price and the total amount payable by Purchaser in respect of the Deliverables delivered (for the avoidance of doubt, prices are based on the Purchase Order date and not the delivery date);
- (c) Include the purchase order number (if applicable), complete shipping and invoicing address (shipping costs are the responsibility of the Supplier); Supplier contract number (i.e. tender # RFP-2017-TPI-014, Purchaser contact name, telephone and facsimile number; Supplier name, address, telephone and facsimile number; order date; delivery date; product code number; quantity; product description; unit price; total dollar value of order/purchase; HST itemized separately; terms of payment: net 30 calendar days and signature of authorized Purchaser;
- (d) Invoices that are not properly completed and signed, or which are lacking any of the information required in (c) above, or contain a billing error will not be processed and will be returned unpaid to the Supplier with a description of the billing error or missing information; and

- (e) Be supported by detailed records maintained by the Supplier for a period of seven (7) years following completion or termination of the Master Agreement and made available to the Purchaser upon request, notwithstanding such completion or termination.

### **6.03 Payment According to Contract Prices**

Each Purchaser shall be exclusively responsible for the payment to the Supplier for the Deliverables in accordance with the terms and conditions of the Contract and in relation to its particular Purchase Agreement. Metrolinx shall not be responsible for any payment or other obligation under any Purchase Agreement.

Payment for services rendered in accordance with the terms and conditions of the Contract shall be based on the following:

- Equipment and equipment installation shall be paid monthly for the camera installations accepted during the month by the Purchaser
- Training: Shall be invoiced monthly for 100% of the training performed that month
- Spares: 100% shall be paid for upon the reception and acceptance of the equipment at each agency

### **6.04 Hold Back or Set Off**

The Purchaser may hold back or set off against payment twice the estimated cost of any Defect if, in the opinion of the Purchaser acting reasonably, the Supplier has failed to comply with any requirements of the Contract. This amount will be paid immediately by the Purchaser upon rectification of the Defect by the Supplier.

### **6.05 No Expenses or Additional Charges**

There shall be no other charges payable to the Supplier under the Purchase Agreement other than the Prices established under the Contract and otherwise payable hereunder in respect of the Supplier’s provision of the Deliverables.

### **6.06 Payment of Taxes and Duties**

Unless otherwise stated, the Supplier shall pay all applicable taxes, including excise taxes incurred by or on the Supplier's behalf with respect to the Contract.

### **6.07 Withholding Tax**

The Purchaser shall withhold any applicable withholding tax from amounts due and owing to the Supplier under the PA and shall remit it to the appropriate government in accordance with applicable tax laws.

### **6.08 Interest on Late Payment**

The interest rate for any late payment occurring only through no fault of the Supplier or

on account of force majeure will prevail and shall not exceed the general rate of interest on overpayment of provincial taxes in effect on the date that the payment went into arrears.

### **6.09 Document Retention and Audit**

For seven (7) years after the expiration of the Term, the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the Term, the Supplier shall permit and assist the Purchaser, Metrolinx, the Ministry and the Auditor General in conducting audits of the operations of the Supplier and any sub-supplier or subcontractor of any Work or parts forming any part of the Deliverables to verify (a) and (b) above. The Purchaser, Metrolinx, the Ministry or the Auditor General, as the case may be, shall provide the Supplier with at least fourteen (14) calendar days prior notice of its requirement for such audit. The Supplier’s obligations under this paragraph shall survive any termination or expiry of the Contract.

The Purchaser, Metrolinx, and each of their respective representatives and agents, as may be applicable, agree to enter into a confidentiality agreement with the Supplier prior to their commencement of an audit, inspection or review of the Supplier’s records in order to protect and maintain the confidentiality of the Supplier’s confidential information. Any such confidentiality agreement shall be subject to the relevant parties’ obligations under MFIPPA or FIPPA and shall exclude information that is generally available to the public without fault or breach by the Purchaser, information of a general nature relating to the RFP or the procurement process, information already in the possession of the Purchaser, information which becomes available to the Purchaser from a third party provided such third party is not breaching any obligation of confidentiality.

### **6.10 Survival**

The obligations contained in this Article shall survive the termination or expiry of the Contract.

## **Article 7 – Delivery, Installation and Acceptance**

### **7.01 Delivery Procedure**

Upon satisfactory completion of the installation, and Purchaser approval, on the first transit vehicle as outlined in section 8.5 of Appendix “B” – Technical Specifications, the Deliverables will be delivered to the Purchaser by the Supplier with:

- (a) Any Defects or deficiencies from the tests corrected;
- (b) Completion of any additional work (such as upgrades or bugfixes etc.), as jointly agreed to by the Supplier and the Purchaser and documented in Appendix 01 of the PA.

## **7.02 Delivery and Installation Schedule**

Unless otherwise specified by the Purchaser, all deliveries and installation of equipment should be made per the hours as listed per Appendix B2 to B9. The Supplier shall ensure that all specified delivery and installation schedules provided by the Purchaser are strictly adhered to. The Supplier shall notify the Purchaser delivery contact a minimum of fourteen (14) calendar days in advance of each delivery and twenty-one (21) calendar days in advance of installations. No additional delivery or services charges are permitted.

Deliveries and installations shall be completed according to the target project schedule specified in Appendix “B” section 6.0 with the start date determined upon the signing of this Purchase Agreement.

## **7.03 Title and Assumption Of Risk Of Loss**

The Supplier warrants that, upon installation of the Deliverables, the title of the Deliverables shall pass to the Purchaser free and clear of all encumbrances. The Supplier assumes risk of loss while the Deliverables are being manufactured and delivered to the Purchaser. The Purchaser shall assume risk of loss of the Deliverables following installation.

## **7.04 Acceptance Of Deliverable**

Tests and acceptance of the systems will be done according to the test and acceptance criteria laid out in Appendix “B” Specifications, section 8.0 Testing. Note that any failure of equipment before any provisional system acceptance is considered part of the project implementation and all costs associated with the repair shall be at the Supplier’s expense. Acceptance is by the Purchaser in accordance with Appendix B.

## **7.07 Repairs By Purchaser**

If the Purchaser is authorized by the Supplier to correct the Defects that caused the conditional acceptance or non-acceptance of the system, it shall use Supplier-specified parts available from its own stock or those supplied by the Supplier specifically for this repair.

1. Supplier Supplied Parts. If the Supplier supplies parts for the Work being performed by the Purchaser, these parts shall be shipped prepaid to the Purchaser within 10 (ten) calendar days after receipt of the Purchaser’s request for said parts.
2. Reimbursement for Parts. The Supplier shall reimburse the Purchaser for all parts and materials necessary to correct the Defect. The reimbursement shall be at the current replacement cost and shall include applicable taxes. Alternatively, the Supplier may replace the parts at no cost to the Purchaser.
3. Return of Defective Components. The Supplier may request that defective parts

covered by this provision be returned to the manufacturing plant, at the Supplier’s cost.

4. Reimbursement for Labour. The Supplier shall reimburse the Purchaser for labour. The amount shall be determined by multiplying the number of person-hours actually required to correct the Defect by an all-inclusive shop rate of \$100 per hour.
5. Reimbursement for Warranty Labour and/or Parts. The Supplier shall reimburse the Purchaser by cheque for warranty labour and/or parts, within 60 (sixty) calendar days of receipt of warranty claim. The Purchaser will have the option of accepting reimbursement through parts credits, if applicable.

## **Article 8 - Delays**

### **8.01 Supplier's Delay**

If the Supplier is delayed at any time during the progress of the Work by the neglect or failure of the Purchaser or by a cause described below, then the time for completion of the relevant Work and/or affected delivery date(s) may be extended by the Supplier for a commensurate period of time subject to the following conditions:

1. The cause of the delay must arise after the notice of award and neither was nor could have been anticipated by the Supplier by reasonable investigation before such award;
2. The Supplier demonstrates to the Purchaser that the completion of the Work and/or affected delivery(ies) will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
4. The Supplier makes written request and provides other information to the Purchaser as described in section 8.02 (Notification of Supplier Delay).

A delay that meets all of the conditions of this section shall be deemed an excusable delay. Any concurrent delay that does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.

None of the above shall relieve the Supplier of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the specified time for completion pursuant to Article 9 (Liquidated Damages) for delays occurring prior or subsequent to the occurrence of an excusable delay.

The Purchaser reserves the right to rescind or shorten any extension previously granted if, subsequently, the Purchaser determines that any information provided by the Supplier in support of a request for an extension of time was erroneously provided that such information or facts, if known, would have resulted in a denial of the request for an

excusable delay. Notwithstanding the above, the Purchaser will not rescind or shorten any extension previously granted if the Supplier acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Supplier.

## **8.02 Notification Of Supplier Delay**

Notwithstanding Force Majeure (see Master Agreement, Section 1.08), no extension or adjustment of time shall be granted by the Purchaser unless the Supplier provides the Purchaser (a) written notice of the delay within fourteen (14) calendar days after the commencement of the delay and (b) a written application stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Supplier under the Contract, and the portion or portions of the Work affected, within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either Party under this Agreement. The Purchaser shall make its determination within thirty (30) calendar days after receipt of the Supplier’s application.

## **Article 9 – Liquidated Damages**

### **9.01 Liquidated Damages – Delivery and Acceptance**

It is mutually understood and agreed by and between the Parties that time is of the essence with respect to the completion of the Work and the Deliverables and that in case of any failure on the part of the Supplier to complete the Work or provide the Deliverables within the time specified in Section 7.02 (Delivery and Installation Schedule), except for any delay as provided for in this Agreement, the Master Agreement Section 1.08 (Force Majeure), or any extension thereof, that the Purchaser will be damaged thereby. It being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due the Purchaser shall be fixed at one hundred dollars (\$100.00) per Business Day per system not delivered in acceptable condition as per Appendix “B” Sections 4.0, 6.0, & 8.0.

The Supplier hereby agrees to pay the afore stated amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Purchaser and further authorizes the Purchaser to deduct the amount of the damages from money due the Supplier under the Purchase Agreement, computed as aforesaid. If the monies due the Supplier are insufficient or no monies are due the Supplier, the Supplier shall pay the Purchaser the difference or the entire amount, whichever may be the case, within thirty (30) calendar days after receipt of a written demand by the Purchaser.

The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the Purchaser arising at any time from the failure of the Supplier to fulfill the obligations referenced in this clause in a timely manner, but shall not limit the Purchaser’s right to seek any other legal or equitable relief (other than damages) for the Supplier’s breach of the obligations referenced in this clause and shall not limit the

Purchaser’s right in respect of any other breach or default by the Supplier.

Notwithstanding the foregoing, the Purchaser specifically reserves the right, without limitation of any other rights, to terminate the Purchase Agreement in accordance with Article 4 in this Agreement, and seek any rights and remedies available to the Purchaser at law or in equity in the event of termination in accordance with Article 4 of this Agreement.

### **9.02 Liquidated Damages – Warranty Repairs**

It is mutually understood and agreed by and between the Parties to the Purchase Agreement that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Supplier to complete the Work within the time specified in the Technical Specifications, except for any delay as provided for in this Agreement, the Master Agreement (section 1.08 Force Majeure), or any extension thereof, that the Purchaser will be damaged thereby. It being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due the Purchaser shall be fixed at one hundred dollars (\$100.00) per calendar day per system that is out of service for more than five Business Days after notification by the Purchaser of a defect applicable to the Supplier’s warranty.

The Supplier hereby agrees to pay the afore stated amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Purchaser and further authorizes the Purchaser to deduct the amount of the damages from money due the Supplier under the Purchase Agreement, computed as aforesaid. If the monies due the Supplier are insufficient or no monies are due the Supplier, the Supplier shall pay the Purchaser the difference or the entire amount, whichever may be the case, within thirty (30) calendar days after receipt of a written demand by the Purchaser.

The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the Purchaser arising at any time from the failure of the Supplier to fulfill the obligations referenced in this clause in a timely manner, but shall not limit the Purchaser’s right to seek any other legal or equitable relief (other than damages) for the Supplier’s breach of the obligations referenced in this clause and shall not limit the Purchaser’s right in respect of any other breach or default by the Supplier.

Notwithstanding the foregoing, the Purchaser specifically reserves the right, without limitation of any other rights, to terminate the Purchase Agreement in accordance with Article 4 in this Agreement, and seek any rights and remedies available to the Purchaser at law or in equity in the event of termination in accordance with Article 4 of this Agreement.

### **Article 10 – Materials and Workmanship**

All materials and workmanship including but not limited to the Work and Deliverables to be provided by the Supplier to the Purchaser hereunder will comply with the Technical

Specifications, including without limitation, the Warranty Provisions set out in section 10 of the Technical Specifications Appendix “B”.

### **10.01 Quality of Materials**

The Supplier shall furnish all materials required. The materials furnished shall be new and shall be free from, and protected against reasonable corrosion, impurities, Defects, and imperfections impairing strength, durability and appearance. They shall be of good commercial quality for the purposes specified, with structural properties to withstand the strains and stresses to which they will be subjected in normal service. Notwithstanding any prior inspection or approval, only materials conforming to the requirements of the Technical Specifications shall be incorporated into the item or items to be procured.

### **10.02 Equivalent Materials and Equipment**

The Supplier shall supply the Deliverables as proposed and agreed to in the Master Agreement and the individual Purchaser’s Purchase Agreement unless substitutions become necessary. Any substitution of an article or material shall be of at least equal quality and suitable for the purpose intended. Substitutions will be permitted hereunder subject only to the following:

- (a) Any such substitution shall require prior approval in writing by the Purchaser and the Metrolinx Project Manager
- (b) Any such substitutions shall not result in any additional cost to the Purchaser
- (c) All requests by the Supplier for approval of substitutions shall be made to the Purchaser in writing and accompanied by supporting information
- (d) The burden of proof of at least equal quality and of suitability for the purpose intended shall be upon the Supplier and all information and tests related to such proof shall be free of cost to the Purchaser

Whenever classification, rating or other certification by a body such as the Canadian Standards Association (CSA), the American Society for Testing and Materials (ASTM), or recognized National Standards is a part of the technical specifications for any material, any substitution of alternative materials shall be accompanied by certification from the appropriate body of compliance with the requirements of the Technical Specifications.

### **10.03 Defective Material**

Material or equipment intended for use during installation, or parts thereof, which is found to be not in conformance with the Contract shall be clearly marked and so disposed of as to ensure that it will not be used or offered for use again on the Work unless and until proper material or equipment has been substituted or other corrective action taken to the satisfaction of the purchaser.

### **10.04 Maintainability**

It is imperative that the emphasis be placed upon maintainability, which depends upon accessibility, ease of component exchange, use of common as opposed to special tools, clear and comprehensive manuals and drawings. The equipment design must minimize the variety of required tools, practices and spare parts. The design must accentuate servicing accessibility and the use of reliable quick fasteners and connectors. All equipment must be readily accessible.

#### **10.05 Fire Retardant Materials**

The equipment must be designed and manufactured in accordance with all applicable fire safety and smoke emission regulations and any other Requirements of Law. These provisions must include the use of fire- retardant/low-smoke materials, where relevant.

### **Article 11 – Supplier-Purchaser Acknowledgement**

#### **11.01 Acknowledgement**

The Purchaser acknowledge and agree that Metrolinx and its Successors shall not be liable or responsible to the Purchaser for any matter arising under this Purchase Agreement or through the provision of the Deliverables and, without limiting the generality of the foregoing, the Purchaser acknowledges and agrees that Metrolinx and its Successors will not be liable or responsible for any payment or other obligation relating to the purchase of the Deliverables or other Work provided hereunder, which obligations remain the sole and exclusive obligation of the Purchaser. The Purchaser agrees that this provision is for the benefit of Metrolinx and that Metrolinx is a third party beneficiary of this provision and consequently, Metrolinx has the right to enforce this provision as if it was a party to this Agreement. The Purchaser confirms that it is not a Successor of Metrolinx.

### **Article 12 – Purchaser’s Responsibilities**

#### **12.01 Purchaser Responsibilities**

1. The Purchaser will be responsible for administering this Agreement.
2. The Purchaser shall:
  - (a) receive invoices sent by the Supplier and shall be responsible for ensuring payment;
  - (b) provide clarifications and instructions to the Supplier throughout the Term;  
and
  - (c) monitor the Supplier’s work progress.
3. Deal directly with the Supplier with respect to any issues specific to this Agreement including warranty and other repair issues.

## **Article 13 – Project Manager and Project Schedule**

### **13.01 Project Manager**

The Implementation and Management plan is described in section 6.0 of Appendix “B”. The Metrolinx Project Manager will liaise with the Supplier regarding Master Agreement issues and communicate as appropriate with the Purchaser. The Purchaser shall identify a local project manager to coordinate all phases of the project including the site-specific operations such as data integration, installations and training.

The Metrolinx Project Manager’s responsibilities include:

- (a) being a point of contact for the Supplier;
- (b) exchanging information between the Supplier and Purchasers;
- (c) identifying any issues related to the performance of Work in respect of the Contract and Deliverables;
- (d) recommending to Purchasers the rejection of Work that does not conform to the Master Agreement;
- (e) coordinating approval of “equivalent” requests as per Section 10.02.

### **13.02 Project Schedule**

Upon the execution of the Purchase Agreement, the Supplier shall provide the Purchaser and the Project Manager the proposed project schedule in relation to the Deliverables under the PA. The Supplier shall follow the approved project schedule unless varied by agreement with the Purchaser and the Project Manager.

## **Article 14 – Confidentiality and MFIPPA**

### **14.01 Purchasers’ Confidential Information**

During and following the Term, any information identified in writing by the Purchaser as confidential, the Supplier shall:

- (a) keep all Confidential Information confidential and secure;
- (b) limit the disclosure of Confidential Information to only those employees who have a need to know it and who have been specifically authorized to have such disclosure;
- (c) not directly or indirectly disclose, destroy, exploit or use any Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining:
  - i. the written consent of the Purchaser; and

- ii. in respect of any Confidential Information about any third-party, the written consent of such third-party;
- (d) provide Confidential Information to the Purchaser on demand; and
- (e) return all Confidential Information to the Purchaser before the termination or expiry of the Term, with no copy or portion kept by the Supplier.

#### **14.02 MFIPPA Records and Compliance**

The Supplier and the Purchaser acknowledge and agree that MFIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Supplier agrees:

- (a) to keep Records secure;
- (b) to provide Records to the Purchaser within seven (7) calendar days of being directed to do so by the Purchaser for any reason including an access request or privacy issue;
- (c) not to access any Personal Information unless the Purchaser determines, in its sole discretion, that access is permitted under MFIPPA and is necessary in order to provide the Deliverables;
- (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the Purchaser;
- (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;
- (f) to restrict access to Personal Information to those of its employees who have a need to know it and who have been specifically authorized to have such access for the purpose of providing the Deliverables;
- (g) to implement other specific security measures that in the reasonable opinion of the Purchaser would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally;
- (h) that any confidential information supplied to the Purchaser may be disclosed by the Purchaser where they are obligated to do so under MFIPPA by an order of a court or tribunal or pursuant to a legal proceeding; and
- (i) at the Purchaser's request at any time during the Term, to fully participate in a Privacy Impact Assessment or Threat Risk Assessment with respect to the Deliverables or the performance of the Work. The Privacy Impact Assessment or Threat Risk Assessment may be conducted by the Purchaser or external third

party advisors to the Purchaser at various times throughout the Term. The Supplier and all of its subcontractors, and their respective personnel shall cooperate with the Purchaser and/or its third party advisors to provide the resources required to facilitate and fulfill this assessment. The Supplier shall implement any recommendations resulting from the Privacy Impact Assessment or Threat Risk Assessment process, whether such requirements relate to the design and operation of a Deliverable or otherwise to any of the Work hereunder. The implementation of any such recommendations will be dealt with in the manner specified in Sections 5.01 and 5.02;

and the provisions of this paragraph shall survive any termination or expiry of the Contract and shall prevail over any inconsistent provisions in the Contract.

## **Article 15 – Indemnity and Insurance**

### **15.01 Supplier Indemnity**

The Supplier hereby agrees to indemnify and hold harmless the Indemnified Parties 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, “Claims”), by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Supplier, its subcontractors or their respective directors, officers, agents, employees, component suppliers or independent contractors in the course of performance of the Supplier’s obligations under, or otherwise in connection with, the Contract, in all cases to the extent resulting from a breach by the Supplier of this Purchase Agreement or an action or omission by the Supplier, its subcontractors or their respective employees or agents. The Supplier further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organisation, including, without limitation, Metrolinx and the Purchaser, claimed or resulting from such Claims. The indemnified parties shall provide the Supplier with prompt notice of any claim or potential claim provided that any delay in providing notice shall not impact the indemnity to the extent the Supplier is not adversely impacted by the delay. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

### **15.02 Supplier’s Insurance**

The Supplier hereby agrees to put in effect and maintain for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

- (a) Continuous commercial general liability insurance coverage, which shall be maintained beyond the Term, for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than Two Million Dollars

(\$2,000,000) per occurrence, Two Million Dollars (\$2,000,000) products and completed operations aggregate. Such liability insurance shall contain no exclusions in conflict with the work required to be performed under the Master Agreement. The policy is to be endorsed to include the following:

- the Indemnified Parties as additional insureds
- contractual liability coverage
- cross-liability clause
- employer’s liability coverage (or compliance with the paragraph below entitled “Proof of Workplace Safety and Insurance Act (W.S.I.A) Coverage” is required)
- 30 day written notice of cancellation, termination
- tenant’s legal liability coverage (if applicable and with applicable sub-limits)
- non-owned automobile coverage with blanket contractual coverage for hired automobiles, if applicable

(b) Errors and Omissions Insurance

The policy shall have a limit of liability of not less than Two Million Dollars (\$2,000,000) per claim. The policy shall be maintained throughout the term of the Master Agreement, plus coverage for an extended reporting period of not less than thirty-six (36) months following the expiry date or termination date of this Purchase Agreement.

(c) Additional Coverage

Without prejudice to the other provisions of the Master Agreement, the Supplier shall, at all relevant times and at their own expense, obtain and maintain, or cause to be obtained and maintained, those insurances that are reasonable for the performance of the type of Work required by the Master Agreement and which they are required to obtain and maintain, or cause to be obtained or maintained, by applicable law.

**15.03 Proof of Insurance**

The Supplier shall provide Metrolinx with proof of the insurance required by the Master Agreement in the form of valid certificates of insurance that references the Master Agreement and confirms the required coverage, on or before the commencement of the Master Agreement, and renewal replacements, including the contract number, up to 30 days post inception or renewal date and thereafter, no later than 15 days prior to the placement, renewal, amendment or extension of all or any part of the insurance. Upon the request of Metrolinx, a copy of each insurance policy shall be made available. The Supplier shall ensure that each of its subcontractors complies with the insurance requirements set out in the Master Agreement by obtaining similar types of insurance

and providing the Supplier with proof of the acquisition and maintenance of such insurance. The Supplier shall be responsible for all deductible amounts under the policies.

#### **15.04 Proof of W.S.I.A. Coverage**

If the Supplier is subject to the Workplace Safety and Insurance Act (“WSIA”), it shall submit a valid clearance certificate of WSIA coverage to the Purchaser prior to the execution of the Purchase Agreement by the Purchaser. In addition, the Supplier shall, from time to time at the request of the Purchaser, provide additional WSIA clearance certificates. The Supplier covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors, from time to time during the Term, under the WSIA, failing which the Purchaser shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Contract or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Supplier or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Supplier pursuant to the Contract together with all costs incurred by the Purchaser in connection therewith. If the Supplier is not subject to the WSIA it shall be bound by the terms and required to comply with such reasonably equivalent workplace and safety requirements as may be applicable to it in the provision of the Deliverables pursuant to the Contract and the foregoing provisions of this section 15.04 (Proof of WSIA Coverage or Equivalent) shall apply *mutatis mutandi* with respect to such requirements.

#### **15.05 Supplier Participation in Proceedings**

The Supplier shall, at its expense, to the extent requested by the Purchaser, participate in the defence of any Proceeding against any Indemnified Parties referred to in this Article and any negotiations for their settlement. The Purchaser may elect to participate in or conduct the defence of any such Proceeding by notifying the Supplier in writing of such election without prejudice to any other rights or remedies of the Purchaser under the Contract, Master Agreement, Purchase Agreement, at law or in equity.

Each party participating in the defence shall do so by actively participating with the other’s counsel. No settlement shall be entered into by the Supplier unless it has obtained the prior written approval of the Purchaser. If the Supplier is requested by the Purchaser to participate in the defence of any such Proceeding, the Purchaser agrees to co-operate with and assist the Supplier to the fullest extent possible in the Proceedings and any related settlement negotiations. If the Purchaser conducts the defence of any such Proceedings, the Supplier agrees to co-operate with and assist the Purchaser to the fullest extent possible in the Proceedings and any related settlement negotiations. The Supplier shall provide the Purchaser with prompt notice of any Claims or Proceedings arising hereunder.

### **Article 16 – Intellectual Property**

#### **16.01 Right to Use Supplier’s Intellectual Property and Third Party Intellectual**

## **Property**

The Supplier shall be responsible for procuring for the Purchaser the right to use all Supplier’s Intellectual Property required in connection with the Deliverables. In the event that any third party Intellectual Property is required in connection with the Deliverables, the Supplier shall, at its own cost, be responsible for entering into and fully maintaining, during the Term, all related and applicable license, and maintenance and support agreements for such third party Intellectual Property.

### **16.02 Supplier’s Intellectual Property**

As between the Purchaser and the Supplier, the Supplier owns all right, title and interest in and to the Supplier’s Intellectual Property. The Supplier hereby grants to the Purchaser a non-exclusive, irrevocable, perpetual, fully paid-up, royalty-free and worldwide right and license to access, use, copy, support, and maintain any of Supplier’s Intellectual Property that is integrated with, embedded in, forms part of or is otherwise required to access, use, copy, support and maintain or otherwise exploit any Intellectual Property of the Deliverables; provided, however, that the foregoing license does not permit the Purchaser to use the Supplier’s Intellectual Property in its standalone form or for any purpose other than as part of or in conjunction with the Intellectual Property of the Deliverables it is associated with. If the Supplier integrates with or embeds in any Deliverables any Intellectual Property provided by a third party vendor, subcontractor, independent contractor, subconsultant or other person, the Supplier shall obtain for the Purchaser(s) the same license rights for the Purchase as set forth herein.

### **16.03 Intellectual Property of the Deliverables and Work**

The Supplier owns and shall own all right, title and interest in and to the Intellectual Property of the Deliverables and Work. The Supplier grants to the Purchaser a non-exclusive, irrevocable, perpetual, fully paid-up, royalty-free and worldwide right and license to access, use, copy, support, and maintain all Intellectual Property of the Deliverables and Work produced for the Purchaser’s internal business purposes.

**Remainder of Page left Blank Intentionally**

**In witness whereof** the Parties hereto have executed this Purchase Agreement as of the date first above written.

Signed and Sealed in )  
the presence of )

**Radio Engineering Infrastructure Inc.**

Contractor’ Seal )  
(if applicable) )

\_\_\_\_\_  
Signing Authority – Quentin Benedict

\_\_\_\_\_  
Signing Authority - \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

### **Appendix 01 - Deliverables**

Supply and Install On-Board Video Surveillance Systems into Temiskaming Transit – Transit Buses in accordance to Proposal Submission in response to RFP-2017-TPI-014 found in the Master Agreement.

The scope of work for this project consists of, but may not be limited to:

- Purchase, installation and testing of applicable vehicle hardware;
- Development of a agency-specific field acceptance test procedure;
- Installation, testing and commissioning;
- Viewing system software installation and training;
- Warranty support and product/system training

### **Appendix 02 – Purchase Price**

Pricing as per Master Agreement for City of Temiskaming Shores summarized as follows:

OBVSS for Conventional Transit Vehicles = \$7,622.00/bus (4 Transit Buses)

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

**By-law No. 2018-026**

**Being a by-law to amend By-law No. 2016-018 being a  
by-law to enter into an agreement with Drain-All Ltd. as  
a Registered Transporter for the City's Municipal  
Hazardous and Special Waste (MHSW) – Orange Drop  
Collection Event**

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

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

**And whereas** Council, through By-law No. 2016-018 entered into an Agreement with Drain-All Ltd. as a Registered Transporter for the City's MHSW Orange Drop Event for 2016 and 2017;

**And whereas** Council considered Administrative Report PW-005-2018 at the February 20, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2016-018 to extend the service agreement with Drain-All for the 2018 Orange Drop Event for consideration at the February 20, 2018 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. 2016-018, as amended be hereby further amended by deleting Article 2 Collection Events and replace with the following:

**Collection Event**

The Collection Event related to the obligations of the Parties under this Agreement shall be held on **Saturday, June 2, 2018** scheduled to commence at 9:00 am and terminate at 2:00 pm. The Parties under this agreement further agree that the termination time may be extended should circumstances warrant (i.e. line-up of vehicles wanting to dispose of MHSW materials).

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 20<sup>th</sup> day of February, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen

**The Corporation of The City of Temiskaming Shores**

**By-law No. 2018-027**

**Being a by-law to authorize the entering into a Lease Agreement with Marta Sauve for the Rental of the Apartment located on the upper level of the Dymond Community Complex**

**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-005-2018 at the February 20, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a lease agreement with Ms. Marta Sauve for the rental of the apartment located on the upper level of the Dymond Community Complex for consideration at the February 20, 2018 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to enter into a Lease Agreement with Marta Sauve for the rental of the apartment located on the upper level of the Dymond Community Complex, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 20<sup>th</sup> day of February, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen

Between

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

And

**MARTA SAUVE**

---

**LEASE**

---

Shelly Zubyck  
Director of Corporate Services  
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES  
P.O. Box 2050  
HAILEYBURY, Ontario  
P0J 1K0

**This Lease** made this 12<sup>th</sup> day of February, 2018.

Between:

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

And:

**Marta Sauve**  
(hereinafter called the "Lessee")

**Whereas** the Lessor is the owner of the Dymond Community Complex, 181 Drive Inn Theatre Road, City of Temiskaming Shores, ON (herein called the "Building").

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

**Now therefore** the parties hereto covenant and agree as follows:

**1. Leased Premises**

The Lessor hereby demises and leases to the Lessee part of the **upper level** in the Lessor's Building containing a rentable residential area located at 181 Drive-In Theatre Road, City of Temiskaming Shores, Ontario being hereinafter called the "premises".

**2. Term**

**To hold** the premises for a term commencing on the 12<sup>th</sup> day of February, 2018 and ending on the 28<sup>th</sup> day of February, 2019.

**3. Rent**

**Paying** therefore to the Lessor, subject to the provisions of this Lease, the sum of One Thousand Six Hundred Dollars (**\$1,200.00**), inclusive of HST, representing the Lessee's first month prorated rent and a \$800 Security Deposit which shall be held in trust by the Lessor; and

**Paying** thereafter to Lessor, the sum of Eight Hundred Dollars (**\$800.00**) per month, inclusive of HST, for the term of the lease.

**Such rent** shall be made payable to the City of Temiskaming Shores and due on the first day of each and every month during the term of the lease and mailed to: P.O. Box 2050 Haileybury, Ontario P0J 1K0.

**4. Tenant's Covenants**

The Tenant covenants with the Landlord:

- a) **Rent** - to pay rent;
- b) **Telephone** - to pay when due the cost of the telephone and internet services supplied to the premises;
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- d) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises.
- e) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;
- f) **Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00 a.m. and 4:00 p.m. during the last month of the term;
- g) **Alterations** - not to make or erect in or to the premises any installation, alteration, or addition.

## 5. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Landlord on account thereof;
- c) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- d) **Heat** - to heat the premises;
- e) **Structural soundness** - to keep the premises, and parking lot structurally sound and to look after any structural defects which may arise;

## 6. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Landlord, instead of rebuilding or making the premises fit for the purpose of the Tenant, may at its option terminate this lease on giving to the Tenant within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Tenant is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Tenant shall immediately deliver up possession of the premises to the Landlord;
- c) **Damage to property** - The Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to any other person while in the building unless such loss, damage or injury shall be caused by the negligence of the Landlord or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Tenant;
- d) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- e) **Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and

take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;

- f) **Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- g) **Right of re-entry** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;
- h) **Right of termination by the Tenant**

The lease may be terminated for any valid reason with the consent of both parties and upon payment of one (1) month rent in lieu of notice.

i) **Right of termination by the Landlord**

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

- j) **Non-waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.
- k) **Over-holding** - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions

herein set out except as to length of tenancy.

- l) Arbitration** - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons, one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties fails to appoint an arbitrator for 15 days after the one party has appointed an arbitrator and has notified the other party in writing of the appointment and of the matter in dispute to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the order to a Judge of the District Court of the District of Timiskaming as a *persona designata* to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;
- m) Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee;
- n) Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a

sealed envelope addressed, in the case of notice of the Landlord, to it, at c/o Shelly Zubyck, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice to the Tenant, to the premises and deposited in one of Her Majesty's post offices c/o P.O. Box 2145, New Liskeard, ON P0J 1P0, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

## **7. Headings**

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

## **8. Effect of Lease**

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

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## **The Corporation of the City of Temiskaming Shores**

### **By-law No. 2018-028**

**Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision  
395 Joyal Drive – Roll No. 54-18-030-005-237.00**

**Whereas** Section 50(4) of the Planning Act, R.S.P. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control;

**And whereas** the property owner has requested that the following properties be merged on title: Lots 59 and 60, Plan M-128 N.B.; Parcel 24133 SST;

**Now therefore** the Council of the Corporation of the City of Temiskaming Shores enacts as follows:

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
  - a) Parcel 24133 SST, Plan M-128 N.B., Lot 59;
  - b) Parcel 24133 SST, Plan M-128 N.B., Lot 60;
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.
6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.

7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. 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 20<sup>th</sup> day of February, 2018.

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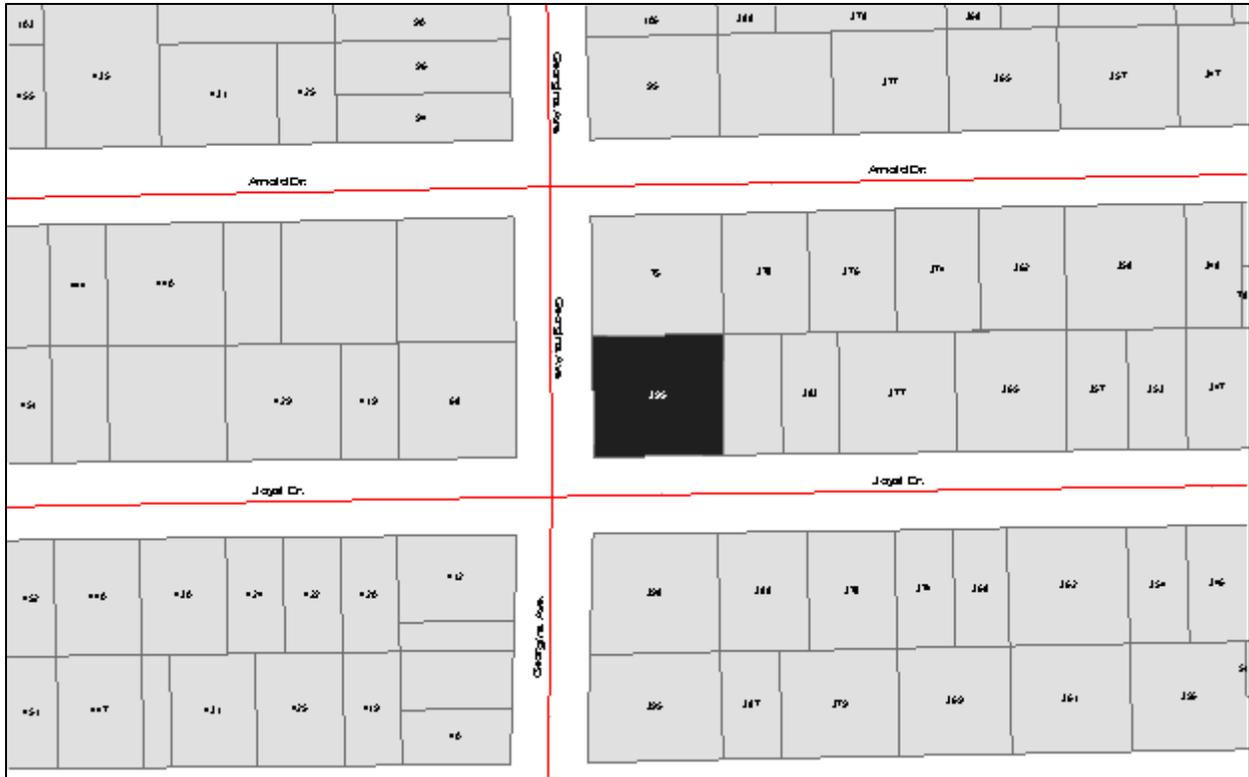
Mayor – Carman Kidd

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Clerk – David B. Treen

Schedule “A”

City of Temiskaming Shores



395 Joyal Drive

## **The Corporation of the City of Temiskaming Shores**

### **By-law No. 2018-029**

**Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 383 Joyal Drive – Roll Nos. 54-18-030-005-238.00 and 54-18-030-005-238.02**

**Whereas** Section 50(4) of the Planning Act, R.S.P. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control;

**And whereas** the property owner has requested that the following properties be merged on title: Lot 53 and Part of Lot 55, Plan M-128 N.B.; Parcel 20240 SST and a portion of Parcel 7720 SST;

**Now therefore** the Council of the Corporation of the City of Temiskaming Shores enacts as follows:

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
  - a) Parcel 20240 SST, Plan M-128 N.B., Lot 53;
  - b) A portion of Parcel 7720 SST, Plan M-128 N.B., a portion of Lot 53;
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.

6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.
7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. 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 20<sup>th</sup> day of February, 2018.

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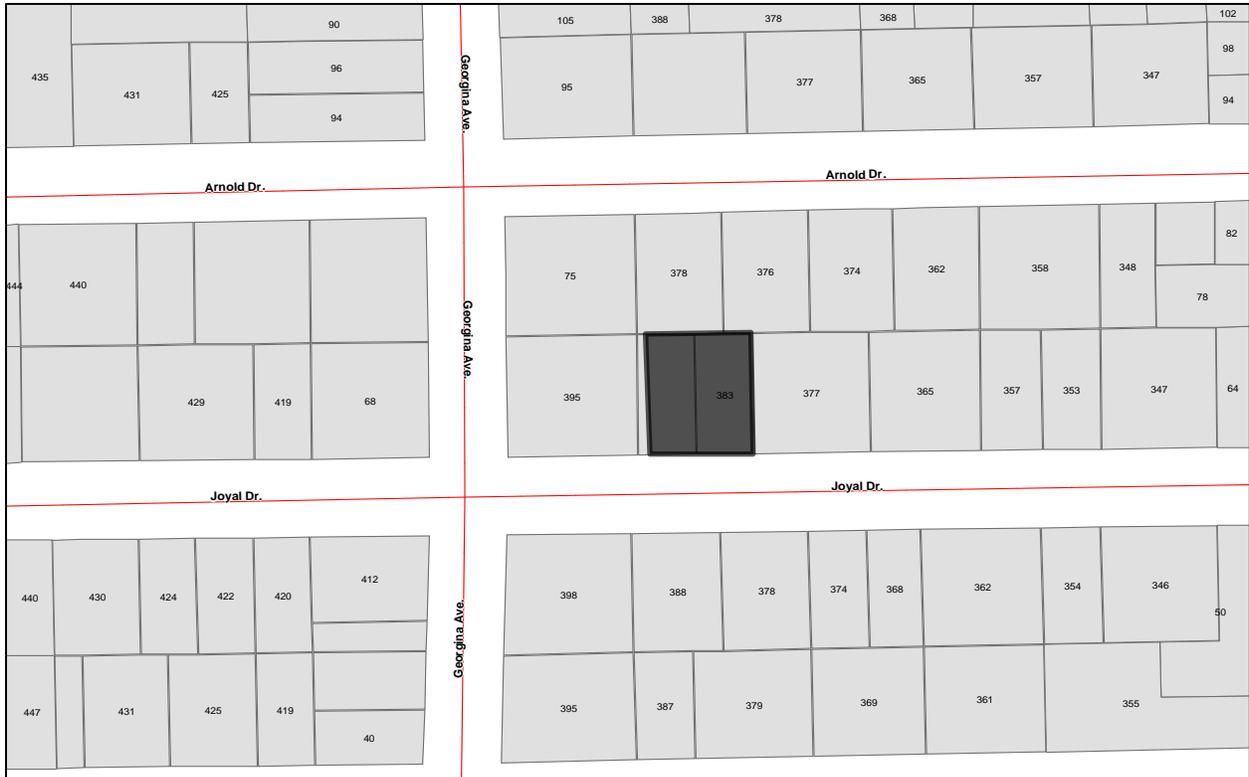
Mayor – Carman Kidd

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Clerk – David B. Treen

Schedule "A"

City of Temiskaming Shores



383 Joyal Drive

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

**By-law No. 2018-030**

**Being a by-law to enter into a Purchase Agreement with  
Cubex Ltd for the purchase and delivery of a Sweeper  
Truck**

**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-006-2018 at the February 20, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Cubex Ltd. for the purchase of a Sweeper Truck at an upset limit of \$299,992.10 plus applicable taxes for consideration at the February 20, 2018 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 the entering into a purchase agreement with Cubex Ltd. for the supply and delivery of a Sweeper Truck at an upset limit of \$299,992.10 plus applicable taxes, 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 20<sup>th</sup> day of February, 2018.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2018-030**

Equipment Purchase Agreement between

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

and

**Cubex Ltd.**

For the supply and delivery of a Sweeper Truck

**This agreement** made in duplicate this 20<sup>th</sup> day of February, 2018.

Between:

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

(hereinafter called "the Owner")

and

**Cubex Ltd.**

(hereinafter called "the Supplier")

Witnesseth:

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

**Article I:**

The Supplier will:

- a) Provide one (1) Sweeper Truck in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores  
Request for Proposal (PW-RFP-003-2018)  
Supply and Delivery of a Sweeper Truck**

- 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 Supplier in lawful money of Canada for the supply and delivery of one (1) Sweeper Truck in the amount of Two Hundred and Ninety-Nine Thousand, Nine Hundred and Ninety-Two Dollars and Ten cents (\$299,992.10) plus applicable taxes;
- 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 next working day of the recipient at the opening of business.

The Supplier:

**Cubex Inc.**  
189 Garden Ave.  
Brantford, Ontario  
N3S 0A7

Attn.: Noel Nagora

The Owner:

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

Attn.: Mitch Lafreniere

**Remainder of Page left Blank Intentionally**

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

Signed and Sealed in )  
the presence of )

Supplier's Seal )  
(if applicable) )

Municipal Seal )

**Cubex Ltd.**

\_\_\_\_\_  
Branch Manager – Noel Nagora

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2018-030**

Form of Agreement  
Sweeper Truck



**Scope of Work**

Supply and Deliver a new Mechanical Sweeper truck equivalent to or at minimum to the information listed below. Please provide a copy of the specifications of the unit that you are proposing. Feel free to provide pricing and specifications on multiple units if options are available to your company.

**1.0 Chassis shall be equal to or better than a 2018 Freightliner M2**

- Chassis shall be conventional design with 33,000 GVW rating. State chassis make, model: **SEE SPEC FOR DETAILS**
- BRAND NEW 2017 Freightliner M2 Dual Steer**
- Wheelbase shall be not more than 140 inches, specify 139"
- Cab to axle to accommodate vertical exhaust with after treatment ✓
- Chassis shall include front tow hooks ✓
- One (1) 50-gallon fuel tank shall be shared by the chassis engine and auxiliary engine. Fuel tank ✓ shall be easily accessible. Fuel gauge in cab shall be supplied, sight tube not acceptable

**2.0 Chassis Engine**

- Truck engine shall be 2016 onboard diagnostics/2010 EPA/CARB/GHG17 compliant, Cummins ISB 6.7-200 or equivalent, turbocharged diesel, 200 Hp @ 2300 RPM, 520ft-lbs. @ 1600 RPM. ✓
- Truck engine shall be equipped with a single vertical exhaust system with after treatment and SCR with 6-gallon DEF tank. ✓
- Cooling system shall be protected to -34F ✓
- Engine shall be equipped with single stage dry-type air cleaner with safety element, spin-on fuel filter, full flow oil filter, and heated fuel/water separator with in-cab water indicator ✓
- Engine shall be equipped with block heater ✓
- Radiator fan shall be viscous drive type ✓

**3.0 Transmission, axles, wheels & brakes**

- Allison 2500 Series (or city approved equal) 6 speed automatic transmission with heavy duty oil cooler shall be provided. An external spin on transmission filter is to be included with the Allison transmission ✓
- The single speed rear axle shall have a ratio of 7.17 for proper sweeping and high-speed transport ground speeds. **6.43**
- 10,000lb front axle shall be equipped with 12,000lb taper leaf springs and shock absorbers ✓
- The 23,000 lb rear axle air spring suspension will be required ✓
- The system must have automatic height control valves on the drive axle to maintain ride height during transport and have a minimum capacity of 23,000 lbs ✓
- The system shall allow the automatic release of air from the air spring to hard rubber bisques to allow for solid axle performance and full stability while dumping at minimum to full dumping height. ✓
- Control of the air spring rear suspension shall be by a single transport/sweep switch on the control console. ✓
- To allow the emergency interchange of tires at a job site, front and rear tires and rims shall all be interchangeable. ✓
- Tires shall be tubeless radial tires 14 ply 11R22.5 "G" load rated. The rear axle shall include dual tires for load capacity; singles will not be acceptable ✓



- Rims shall be 8-hole aluminum hub piloted 22.5 x 8.25 ✓
- Brakes shall be full anti-lock air brakes with an 18.7 CFM capacity compressor, and with automatic slack adjusters. ✓
- Air system shall include a heated air dryer with automatic moisture ejector ✓
- Parking brake shall be spring applied rear wheel drum and shoe ✓

#### 4.0 Cab

- Maximum visibility, forward line of sight from the chassis front bumper to the point on the ground visible to the operator shall not exceed 8 feet for an SAE 98<sup>th</sup> percentile size operator. ✓
- Steering shall be full power with dual operator controls ✓
- Seats shall be air ride, adjustable, covered with cloth for air circulation and include 3-point seat belts. ✓
- Sweeper shall include two (2) outside heated and motorized west coast type mirrors with lower 8-inch convex lens for easy viewing of the side broom during sweeping. ✓
- To maximize operator visibility of the curb and sweeping gear, an 8" outside LH and RH fender mirror shall be mounted forward of the front wheels. ✓
- Hydraulic functions shall be controlled by rocker switches located in the cab mounted control panel. ✓
- For safety during night sweeping, switches shall be illuminated so that they can be readily identified without the use of the cab dome light. ✓
- Switches shall be clearly identified by name and symbol. ✓
- Cab interior environment shall be fully air-conditioned including a fresh air heater/ventilator/defroster. ✓
- Cab shall have full flow through ventilation for optimal temperature control and operator comfort. ✓
- Wipers shall have intermittent feature ✓
- Interior of cab shall have acoustical insulation for low operating noise, automotive type trim, and center sweeper console ✓
- Dash shall be faced with soft molded plastic ✓
- All glass shall be tinted safety glass ✓
- Each operator position shall have adjustable sun visor ✓
- Doors shall be keyed alike locks. ✓
- Door windows shall be roll up type. ✓
- Side windows shall have defogger ✓
- Cab shall include 12V supply port ✓
- Cab shall include a AM/FM/WB Radio, Bluetooth and Microphone, USB, Front and Rear Aux. Inputs. Speakers and antenna shall be included ✓
- 12V outlet for 2way-radio ✓

#### 5.0 Instruments

- Chassis left side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, odometer, trip odometer, hour meter, trip hour meter, fuel gauge, water temperature gauge, oil pressure gauge, transmission temperature gauge, air pressure gauge, and volt gauge. ✓
- Chassis right side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, odometer, trip odometer, fuel gauge, water temperature gauge, oil pressure gauge, transmission temperature gauge, air pressure gauge, and volt gauge. ✓



- Chassis gauges shall include speedometer, odometer, coolant temperature, tachometer, voltmeter, oil pressure, fuel level and air pressure ✓
- Chassis engine instruments shall include warning light and chime for low coolant level and high coolant temperature to warn the operator of a potential problem before any damage to the engine occurs. Console shall have left/right primary driver switch. ✓
- Truck instruments shall include warning lights for battery, and cab latch to make sure the cab is locked in position ✓
- Sweeper engine instruments shall include tachometer, hour meter, oil pressure, fuel, voltage, and coolant temperature for complete information for the operator on the condition of the auxiliary engine. ✓
- Instruments shall include an auxiliary engine air intake restriction indicator mounted in the fixed console, for ease of maintenance, and a hopper "full load" indicator to notify the operator the hopper is fully loaded. ✓
- Dash and all console switches including transmission controls and all gauges shall be illuminated. ✓

#### 6.0 Electrical

- Batteries should be located in an enclosed accessible environment for long life and ease of service. ✓
- Chassis shall have two (2) maintenance free batteries rated at not less than 1850 CCA total, 12 volts. ✓
- Chassis lighting shall include sealed multi-beam halogen head-lights, stop lights, tail lights, backup lights, license plate lights, clearance lights, signal lights, illuminated gauges and instrument panel, and directional lights with hazard switch ✓

#### 7.0 Sweeper Engine

- 74 HP diesel engine, EPA Tier 4 final emissions compliant, Specify DEUTZ TIER 4.1. 68 HP. ✓
- Engine shall be equipped with a full flow oil filter and fuel filter. ✓
- Dual stage, dry type air intake precleaner with spinner. Reset type restriction indicator on air filter housing. ✓
- Engine shall be protected by a 50/50 mixture anti-freeze/water for cold weather storage and or operation ✓
- Engine, radiator and all auxiliary engine driven devices shall be resilient mounted through a dedicated engine frame ✓
- Engine shall have a safety shut down system for high coolant temperature and low oil pressure. ✓
- Engine and front of the engine radiator shall be accessible without the use of any tools. ✓
- Engine, radiator and auxiliary engine driven devices shall be protected from the elements and vandals by twin fiberglass latching clamshell doors, opening 180 degrees, providing 270 degrees of complete accessibility to all engine maintenance components. ✓ METAL DOORS.
- Engine compartment to include a RH mounted lockable stainless-steel toolbox; 24 inches long x 13.5 inches wide x 6 3/8 inches tall for operator designated tools. ✓



### 8.0 Side Brooms

- Each side broom shall be driven by a hydraulic motor directly mounted to the broom disc plate. They shall be the vertical digger type, trailing arm design. Hydraulic motors shall incorporate a relief valve for maximum pressure safe ✓
- Minimum diameter of side brooms shall be 46-inch at the bristle tip *49 INCH.*
- To hold broom pattern regardless of up and down motion, arm suspension design shall be the parallelogram type. Free floating suspension to allow up/down and in/out movement to cushion impacts ✓
- Brooms shall be pneumatically raised and lowered by the operator from the cab while moving. ✓
- Suspension and pressure control shall be pneumatic, automatic self-adjusting and maintain a set pattern throughout the broom life with no input from the operator. ✓ Arms shall be independently operated to maintain a set pattern over all surfaces, without the use of shocks, springs, or linkages. Broom pressure indicators and control shall be located in the cab. ✓
- Broom shall consist of five (5) segments, filled with tempered steel wire bristles ✓
- Each broom shall have a spotlight for night operation ✓
- Sweeper shall be equipped with a center deflector to windrow material transferred by the side brooms. ✓
- Minimum sweeping width of 10' with both side brooms down. *11.16 FEET. Wide.*
- Sweeper shall be equipped with a center deflector to windrow material transferred by the side brooms ✓
- The side broom motors shall be able to apply 7266 lb-in of torque to the broom discs without stalling. ✓
- To provide flexibility for varying sweeping conditions, broom speed shall be variable, 50 RPM to 150 RPM, by operator from cab while moving. ✓
- Side brooms shall be reversible by the operator from the cab while moving *NO REVERSE. CAN BE ADDED OPTION FOR \$500.00*

### 9.0 Main Broom

- The main broom shall be not less than 60 inches long and not less than 34 inches in diameter. ✓
- Broom shall be driven by a hydraulic motor directly mounted to the broom core. The motor shall be protected from overpressure by the use of a relief valve. ✓
- To provide flexibility for varying sweeping conditions, broom speed shall be variable, 50 RPM to 150 RPM, by operator from cab while moving. ✓
- Suspension and pressure control shall be hydraulic, automatic self-adjusting and maintain a set pattern throughout the broom life with no input from the operator. Broom pressure indicator shall be a gauge in the engine compartment ✓
- Independently operated arms to maintain a set pattern over all surfaces, without the use of shocks, springs, or linkages. ✓
- Main broom shall be prefab disposable type, filled with polypropylene ✓
- Sweeping path shall be not less than 10 feet wide with right and left side broom activated. ✓



- Main broom shall be shielded by a hinged steel broom hood. Plastic hoods are not acceptable. ✓
- Main broom hood shall be designed to not only prevent material from being over thrown into following traffic, but also be capable of channeling over throw back into the dirt chamber. ✓
- Main broom shall have a work light ✓
- Main broom shall be hydraulically raised or lowered by in-cab control. ✓
- For safety, main broom shall automatically stop and raise when transmission is placed in reverse. ✓
- Main broom grease fittings shall be centrally located ✓
- The main broom motor shall be able to apply 7266 lb-in of torque to the broom without stalling. ✓

**10.0 Cleated Belt Conveyor** *SQUEEGEE CONVEYER.*

- Conveyor shall be able to load hopper to 100% of rated useable capacity ✓
- Conveyor rotation, forward or reverse shall be selectable without leaving the cab ✓
- To maintain Heavy loads of material the conveyor shall be high strength belt type with molded full width Chevron style cleats to carry material to the hopper. Squeegee type flight system that drag material will not be acceptable ✓ *REPLACEABLE FLIGHTS.*
- Conveyor speed shall be variable with the sweeper engine controlled from the cab ✓
- Conveyor shall have a variable ground clearance cleat height setting from 1" to 4" for various types of debris and sweeping conditions ✓
- The conveyor shall be hydraulically raised and lowered from within cab controls to pass bulky debris. ✓
- The conveyor system will be driven hydraulically and protected for overpressure by relief valve. The unit shall include a visual with audible chime conveyor stall alarm. ✓
- A safety system is to be included to disable hopper dump if conveyor is in down position. ✓
- For safety, conveyor shall automatically stop and raise when transmission is placed in reverse or when the sweeper is put in transport mode. ✓
- Conveyor grease fittings shall be centrally located ✓
- The unit shall include a conveyor flush/tank fill selector system ✓
- The conveyor shall be no less than 54" wide. ✓ *56" wide.*
- Sweeper shall have the provision to be converted to a squeegee style conveyor for application flexibility. ✓

**11.0 Hopper**

- For safety, the hopper shall be right side dumping, allowing an operator to observe the dump target and surrounding area at all times from the cab, without the use of mirrors. All dump controls to be cab mounted. ✓
- Hopper "Full" indicator, activated by hopper weight ✓
- Hydraulically controlled hopper door ✓
- Hopper volumetric capacity shall be not less than 4.5 cubic yards. Useable capacity not less than 3.3 yards. A hopper inspection door shall be supplied. ✓ *5 yards.*
- Inspection door with steps and handles for access ✓
- Hopper load shall be visible at all times from the cab through a glass window and skylight. ✓
- Lift mechanism shall be double stage, scissors lift system, with permanently lubed pins. Hopper lift cylinders to be 3.5" x 33.5" stroke minimum, hopper dump cylinders to be 3.5" x 19.8" stroke minimum ✓



6" TO 138"

- Variable dump heights, minimum 38" to maximum 120" measured at the bottom of the chute. ✓
- Hopper shall tilt to 50 degrees to assure complete dumping 52 degrees ✓
- Hopper to offer not less than 11" side shift of load for maximum dumping efficiency and for extra clearance between sweeper and dump truck. Minimum clearance between sweeper and truck shall be 28". 47" of clearance.
- Maximum time for dump cycle shall not exceed 70 seconds. ✓
- Lift capacity shall be not less than 11,000 lbs. EXCEED 14,000 lbs.
- Hopper to be constructed of 7-gauge abrasion resistant steel floor and 11-gauge door, top, and sides. 10 GAUGE WELDED FLOOR OF 3/16" STEEL PLATE.
- Sweeper shall not require jack stands and/or outriggers to stabilize chassis during dumping cycle. Units requiring this stabilization are not acceptable. ✓
- Terrain level sensor, disables hopper raise if unit on overly unlevel ground ✓
- For safety, apparatus shall have an interlock to prevent raising hopper without engaging the park brake. ✓
- To extend wear life, all cylinder lift joints shall be greaseable ✓

#### 12.0 Spray Water System

- Tank capacity shall be not less than 360 U.S. gallons (1368 L). 370 USG.
- To prevent the contamination of the water supply, tank shall be equipped with an anti-siphon device compliant to American National Standard Air gaps in plumbing systems ASME A112.12-1991. ✓
- Tank shall be constructed of a non-metallic, non-rusting polyethylene material ✓
- A water level gauge indicator shall be located within the cab ✓
- Sweeper shall be equipped with an automatic internal hopper/conveyor flush and wash down system. System shall include a manual bypass valve to divert hydrant water into system without necessitating filling of water tank. Bypass valve shall be located on the curb side of the vehicle.
- Water fill hose shall be not less than 16 feet 8 inches in length, equipped with 2-1/2 inch NST hydrant coupler. ✓
- Water to each area, side broom left or right, and broom spray bar shall be cab controlled with adjustable valves, which control water flow. ✓
- Three (3) spray nozzles at each side broom and three (3) spray nozzles on rear broom spray bar. ✓
- An 80-mesh filter on suction line in-line water filter shall be provided with the fill hose to prevent contaminants from entering the water tank. ✓
- Spray water pump shall be an electric diaphragm type to provide adequate flow and pressure to properly atomize water for efficient dust control. ✓

#### 13.0 Hydraulic System

- Maximum 35-gallon hydraulic reservoir with sight gauge indicating oil level and temperature.
- The system shall contain one 100-mesh suction strainer and one 6-micron absolute return filter. ✓
- Hydraulic pump shall be a gear driven, gear style pump for maintenance free operation. The main broom, side brooms and the conveyor shall have independent, dedicated gear pump sections ✓
- Auxiliary engine must power all sweeper hydraulic functions ✓



- System shall include a hydraulic oil cooler, sized to allow for continuous operation with broom speeds set to the minimum possible and the aux engine set to the maximum. ✓
- To minimize environmental damage caused by leaking fittings, all pressure hydraulic fittings must be ORFS type. All solenoids to be located in a single easily accessible location. ✓
- For ease and accuracy of testing, all circuits shall have quick-disconnect check ports. ✓
- Auto greaser to be installed. The only brand that will be acceptable is Lube Corp., no alternates will be accepted ✓ *SEE ATTACHED SPEC FOR DETAILS.*

#### 14.0 Pneumatic System

- The pneumatic system shall have DOT fittings ✓
- There shall be a PR4 type pressure protector for the chassis air system to protect the chassis air system. ✓
- All pneumatic cylinders shall be interchangeable ✓
- All pneumatic cylinders must be rated to 150 PSI and have a separate rod seal and wiper to prevent contamination entering the cylinder ✓

#### 15.0 Controls

- All sweeper controls shall be mounted on a central console located between the left and right operators position ✓
- All switches to be tactile rocker type ✓
- Control panel to be lit for night operation. ✓
- One-piece, permanent control console overlay with clearly labeled switches and indicators. ✓
- Sweeping mode engaged by one Sweep / Transport / Dump switch ✓
- Individual switches for left and right broom (On/Off) ✓
- Individual switch for main broom and conveyor (Forward/Reverse) ✓
- Individual switches for water pump on/off, right side broom water on/off and left side broom water on/off ✓
- Dust control water flow to be independently and continuously variable from off to full on for each side broom and the main broom. ✓
- Hopper raise / lower and tilt to be controlled via joystick and configured per SAE standards for bucket loading equipment. *tactile rocker type switch*
- Individual switch for auxiliary engine throttle (Increase/Decrease). ✓

#### 16.0 Electrical System

- Sweeper electrical system shall be independent from the chassis electrical system ✓
- Sweeper shall have an electronic back-up alarm for additional warning and safety when chassis is in reverse ✓
- For safety and to avoid damage to the main broom, side broom and elevator, all sweeping components shall automatically raise when transmission is put into reverse. ✓
- Sweeper shall have a rear facing back-up camera for additional safety and operator awareness of surroundings. ✓
- Sweeper lighting shall include rear identification lights, side broom and main broom spot lights and rear clearance lights, rear directional arrow. ✓
- Sweeper wiring harnesses shall be color-coded and hot stamped with appropriate word designation labeled every four inches, i.e. "Ignition", "Side Broom" on each wire. ✓



- Sweeper engine shall have one (1) 1000 CCA, 12-volt battery ✓
- Sweeper engine shall have a 60 amp. alternator. ✓
- Electrical circuits to be protected by automotive style fuses ✓

**17.0 Sweeper Instruments**

- Sweeper engine instruments shall include tachometer, hour meter, oil pressure gauge and lamp, low coolant level lamp, voltage, auxiliary engine running lamp, coolant temperature gauge and lamp, air filter restriction indicator (at engine) for complete information for the operator on the condition of the auxiliary engine. ✓
- Sweeper instruments shall include main broom down pressure, hydraulic filter restriction indicator, sweeper out of level indicator, no spray water indicator, a "raised" hopper indicator and a "full" hopper indicator to notify the operator of hopper conditions. ✓
- Two in-cab sweeper console mounted gauges that indicate the air pressure being used to hold the side brooms in its down position shall be supplied. There shall be one gauge for each side broom. ✓

**18.0 Paint**

- The cab, hood and fenders shall be painted with high gloss polyurethane white. ✓
- The chassis running gear shall be painted black acrylic enamel ✓
- All visible exterior metallic surfaces shall be coated prior to assembly with polyester powder coat. The paint must be a minimum of 2 mils thick. The uses of acrylic enamels and/or polyurethanes are not acceptable ✓

**19.0 Warranty**

Manufacturer's warranty shall be not less than one (1) year on entire sweeper, including all parts and labor.

Manufacturer's warranty shall be not less than two (2) years on chassis engine, including all parts and labor.

Bidders submitting literature stating warranties which do not fully comply with warranty requirements of this specification must submit a letter from the manufacturer certifying warranty compliance as an integral part of their proposal. Failure to comply may cause the proposal shall be deemed "non-responsive" and rejected without further review. *PLEASE SEE WARRANTY. 1-5 YEARS.*

Parts manuals and service manuals shall be included with delivery of the truck. ✓

**19.0 Training**

- Minimum of 8 hours or as needed on-site training for operators ✓
- Minimum of 8 hours or as needed on-site training for mechanics ✓

**Delivery Date**

Please specify how many calendar days required between issuance of purchase order and delivery date:

30 days *with READY at the factory.*



**City of Temiskaming Shores  
PW-RFP-003-2018**

Supply and Delivery of a Mechanical Sweeper Truck

PW-RFP-003-2018

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Cubex LTD.  
(Registered Company Name/Individuals Name)

Of, 187 GARDEN AVE BRANTFORD ONT. N3S 0A7  
(Registered Address and Postal Code)

Business:

Phone Number (519) - 770 - 0216

Fax Number (519) - 770 - 4171

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

Price for unit (less HST) \$ 299,992.10

Total including HST \$ 338,991.07



**City of Temiskaming Shores**  
**PW-RFP-003-2018**  
Supply and Delivery of a Mechanical Sweeper Truck

**NON-COLLUSION AFFIDAVIT**

I/We Cabex LTD. the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

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

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

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

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

Signed



Company Name

Cabex LTD.

Title

BRANCH MANAGER.



**City of Temiskaming Shores  
PW-RFP-003-2018**

Supply and Delivery of a Mechanical Sweeper Truck

**Conflict of Interest Declaration**

Please check appropriate response:

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

List Situations:

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

Dated at BLAIRFORD this 12 day of FEBRUARY, 2018.

FIRM NAME: Cubex LTD.

BIDDER'S AUTHORIZED OFFICIAL: NOEL NAGORA.

TITLE: BRANCH MANAGER.

SIGNATURE: 

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

**By-law No. 2018-031**

**Being a by-law to confirm certain proceedings of Council of  
The Corporation of the City of Temiskaming Shores for its  
Regular meeting held on February 20, 2018**

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

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

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

**And whereas** it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws;

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

1. That the actions of the Council at its Regular meeting held on **February 20, 2018** with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

**Read a first, second and third time and finally passed** this 20<sup>th</sup> day of February, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen